

The Solicitors Journal.

LONDON, MARCH 6, 1886.

CURRENT TOPICS.

MR. JUSTICE KAY rose on Thursday last for an interval of a few days, and will not resume his sittings in court until Wednesday next, the 10th inst.

WE REGRET to learn that Mr. Justice PEARSON has not sufficiently recovered to justify him in returning to his judicial duties this week. Mr. Justice NORTH was to transact the business in the chambers of the learned judge on Friday, and to take some of his interlocutory work in court on Saturday.

THE COURT OF APPEAL on Wednesday last confirmed the decision of Mr. Justice CHITTY, refusing leave to serve out of the jurisdiction an originating summons for administration of the estate of a deceased person. The grounds on which the decision was based were those on which the learned judge below relied, and which we stated last week. The court distinguished the class of cases where the object of service is to give notice to a person of what is proposed to be done, and the class of cases where the object of service is to found jurisdiction for the purpose of bringing a party before the court so as to render him liable for his acts or omissions, and they confined their decision to the latter class of cases. A considerable blow is likely to be struck by this decision at originating summonses, for solicitors will probably prefer to proceed by writ in the first instance rather than run the risk, after having issued their summons, of discovering that there is some one out of the jurisdiction who should be made a defendant; of finding that their proceedings are useless, and the expense of them thrown away. The matter will probably come under the consideration of the Rule Committee.

THE NEW GOVERNMENT BILL to amend the Acts relating to lunatics follows very closely the measure introduced by Earl SELBORNE last year; and Lord HERSCHELL stated on Monday that even the alterations which had been made in the present Bill were Earl SELBORNE's handiwork. This being so, we hope that the point to which we have often drawn attention with regard to the previous Bill will receive more consideration from the present than the late Chancellor. The point is whether the safeguards provided against improper incarceration are sufficient. Lord HERSCHELL said that "it was proposed that a judicial investigation should be, as a general rule, an essential preliminary to the incarceration of any individual as an alleged lunatic." This is exactly what we have always contended for. But the Bill does not make a judicial investigation *necessary*. It provides (clause 3 (2)) that the order for incarceration "shall be obtained upon a private application by petition accompanied by a statement of particulars and by two medical certificates on separate sheets of paper, under the hands of two duly qualified medical practitioners"; and (*Ibid.* (9)) that, "upon the presentation of the petition, the [county court] judge, magistrate, or justice, if satisfied with the evidence of lunacy appearing by the medical certificates, *may forthwith make an order thereon.*" It is true that he may, if he thinks fit, "appoint as early a time as practicable" for the consideration of the same, and make further inquiries, take evidence on oath, and visit the alleged lunatic. All this, however, is purely discretionary; and no one who knows the average justice of the peace—who will be the person most commonly applied to for an order of incarceration—will suppose that in the

majority of cases he will be dissatisfied with the medical certificates or will devote much consideration to the question whether they are or are not sufficient. His duties are tolerably certain to be considered merely ministerial functions, and he will sign the order with about as little consideration or investigation as if it were a licence for the removal of cattle under the Cattle Plague Acts. He ought, at least, to be expressly bound, in all cases other than "urgent cases," to consider, with the assistance of the magistrate's clerk, whether the medical certificates are sufficient to justify him in making the order of incarceration.

WE QUOTED last week the statement of the deputy-registrar of the Middlesex Registry, in his evidence in the action of *Munton v. Lord Truro*, that the fixed fee of 7s. for registration was "a thing of the past," because it seemed desirable that so important a fact, vouched for on such unimpeachable authority, should be widely known. To claim a fixed fee of 7s. for all memorials would, of course, be quite inconsistent with the scale stated by the registrars in 1883; but it does not follow that an occasional fee of 7s. is "a thing of the past." The correspondents who write this week to complain that the 7s. fee has been charged do not seem to appreciate the subtle meaning of the term "fixed fee." There is no such thing as an invariable fee of 7s., but there may be such a thing as a "contractual" fee of 7s.; for under the discretion claimed to regulate the charge in proportion to the magnitude of the estate dealt with, it may happen that the 7s. fee is considered to be exactly appropriate to the particular case. As we understand the matter, the view taken by the officers of the registry is that, if a solicitor chooses to count the words in the memorial, and to insist on the scale recently established, he can get the memorial registered at that scale; but if the words are not counted, the procedure adopted is that described by the deputy-registrar in his evidence in the recent case, as follows:—

"If the words are not counted, I look to see if it [the memorial] comes from a firm with whom we have a special contract, and if not, the party counts it, or we take it by guess.

"And if it happens that it is such a firm, you act upon the arrangement come to?—Yes.

"The JUDGE.—And if a private individual comes, what about the counting?—I should ask him to take a chair whilst I counted. This, however, would delay the work very much.

"The JUDGE.—First of all you would look to see if it was a party with whom you had an arrangement?—Yes; the registrars are fully entitled to make arrangements if they like. In many cases the fees are less than others.

"Mr. CHANNELL.—Less than the statutory fees according to your views?—Yes.

"Now, supposing a memorial is brought you not counted, and not by a person with you have an arrangement. Do you stop to count it?—No.

"The JUDGE.—What do you do then?—Make a shot at it.

"The JUDGE.—And having made a shot at it, you charge what you presume the number of words would be?—Yes."

Our correspondents will see at once that they have lost sight of this important practice of "making a shot." They will perceive that the size of the fee brought down by the shot may vary. It may be 7s., or it may be even a plumper fee. "I have charged," said the deputy-registrar, "8s., 9s., 10s.—all præcia." The two modes of charging—by scale and by shot—should be clearly kept in mind.

THE BILL to facilitate the sale of glebe lands, which was part of the legislative programme of the late Government, has just been issued, and will be found to contain some rather surprising provisions. The procedure prescribed up to the sale is reasonable enough. The application for sale of glebe lands must be made to the Land Commissioners by the incumbent, with the consent of the patron and the archdeacon; and, upon such application, the commissioners, "if they think fit to entertain the appli-

cation," "may sell the land subject to the provisions of this Act." But, before entertaining the application, they may require the incumbent "to give the prescribed security, by deposit or otherwise, for the payment of all expenses incurred in relation thereto." The purchase-money is to be payable to the commissioners, and then comes the novel part of the proposal. The commissioners are, in the case of freehold land, at the option of the purchaser, either to deliver to him a certificate of the sale, or to "grant him a conveyance of the land." If the purchaser elects to take a certificate, he gets nothing, in the first instance, but a receipt for his purchase-money. But "on production of the said certificate in the prescribed manner at the office of land registry," he will "be entitled to be registered [in what registry is not stated] as proprietor of such freehold land, with an absolute title; and such registration . . . shall vest in the purchaser an estate in fee simple in such land," subject to the incumbrances (if any) specified in the certificate, and (unless the contrary is expressed in the certificate) "to such liabilities, rights, and interests (if any) as are by the Land Transfer Act, 1875, declared not to be incumbrances" (i.e., the easements and other rights specified in section 18 of the Act), "but free from all other estates and interests whatsoever." If the purchaser elects to take a conveyance of the freehold land "granted" by the Land Commissioners, the effect of such conveyance is to be equivalent to that of registration as above set forth. Now, without going further into the Bill this week, we desire to draw attention to this extremely effectual mode of simplifying the transfer of land. No investigation of the title or boundaries of the glebe by the Land Commissioners is prescribed; such investigation by the registrar at the office of land registry is expressly excluded by the words providing that, on production of the certificate of sale, the purchaser "shall be entitled to be registered as proprietor, with an absolute title"; and, of course, the purchaser who has acquired a right to registration or conveyance vesting in him an absolute title will not throw away money in looking into the title. It seems, in fact, to be assumed that no possible doubt can exist as to the title to, or the boundaries of, land claimed as glebe. But is this assumption well founded? We wonder whether the framers of this Bill have considered the possibility of such circumstances as occurred in the case of *Wright v. Smythies* (10 East, 409).

WE HAVE RECEIVED from a correspondent, Mr. W. H. BYRNE, suggestions worthy of consideration for utilizing the existing Land Transfer Office in cases where a vendor is selling in small lots for building. He proposes to authorize the owner to send to the registrar an abstract of his title, accompanied by such of the deeds as he has, with a declaration that he has suppressed no deeds, and that he is in receipt of the rents; that the registrar should compare the abstract with the deeds sent to him (which would not be returned to the owner, but kept in the registry); that any deeds not sent to the registrar should be compared by a deputy-registrar, or local solicitor instructed by the registrar, as the case requires; that the registrar should lay the title before a conveyancer to be examined by him exactly as if he were advising on behalf of a purchaser or mortgagee; that the opinion approving of the title should be filed in the registry; the owner would then be able to sell under a condition stating the short effect of the official examination of title, and precluding a purchaser from raising any objection to the title except as to matters subsequent to the opinion. Mr. BYRNE says, "It would be essential, to secure public confidence in the opinion of the examiner, to make it an invariable rule that he should have no direct communication with the applicant or his advisers."

ON WEDNESDAY LAST the Court of Appeal heard an appeal from Vice-Chancellor Bacon in the case of *Mills v. Lord Muncaster*, which gave rise to some complaints from the members of the court. It appears that, in settling the form of certain leases in the chambers of the Vice-Chancellor, the plaintiff, being dissatisfied with some of the clauses proposed to be inserted, adjourned the case into court, where the Vice-Chancellor gave directions as to the form of the leases, which directions would be sent on to the chief clerk as his instructions, no order of the Vice-Chancellor being drawn up. Still dissatisfied, the plaintiff went to the Court of

Appeal; but as there was no written document embodying the terms of the decision of the learned judge below, or the evidence on which that decision was founded, the Court of Appeal had to gather information on these two points as best they might. A similar difficulty would arise were a chief clerk, instead of drawing up an order, to indorse a "memorandum" on the summons, in accordance with R. S. C., ord. 55, rr. 74, 74a. This difficulty was apparently not contemplated by the framers of those rules; but the judges of the Court of Appeal may obviate inconvenience in the future by requiring that, for the purposes of appeal, the only "evidence of an order" shall be the formal document to which we have been accustomed.

THE DOCTRINE OF ELECTION.

I.

THE question how far the doctrine of election affects property given or settled for the separate use of a married woman with restraint on anticipation has recently been the subject of several decisions which it may be useful to bring under notice. Although the doctrine of election has been recognized for nearly 200 years at least (6 Dow. 179), and the clause restraining anticipation of the separate estate of a married woman has been usual for nearly a century (see 1 Beav. 22), it is somewhat singular that this question does not seem to have arisen until about twenty-five years ago.

Various definitions or statements of the doctrine have been given, and are quoted, to a great extent, by Kay, J., in *Re Vardon's Trusts* (33 W. R. 297, L. R. 28 Ch. D. 124). The following extracts from the judgments of Lord Eldon in *Ker v. Wauchope* (1 Bligh 21), and of Lord Redesdale in *Birmingham v. Kirwan* (2 Sch. & Lef. 449), quoted by Lord Selborne in *Codrington v. Lindsay* (21 W. R., at p. 184, L. R. 8 Ch., at p. 587), seem to afford means for a clear understanding of the doctrine. Lord Eldon said (1 Bligh, p. 21), "If a testator gives his estate to A., and gives A.'s estate to B., courts of equity hold it to be against conscience that A. should take the estate bequeathed to him, and at the same time refuse to effectuate the implied condition contained in the will of the testator. The court will not permit him to take that which cannot be his but by virtue of the disposition of the will, and at the same time to keep what by the same will is given, or intended to be given, to another person. It is contrary to the established principles of equity that he should enjoy the benefit while he rejects the condition of the gift;" and later on his lordship said (p. 25), "In our courts we have engraven upon this primary doctrine of election the equity, as it may be termed, of compensation. Suppose a testator gives his estate to A., and directs that the estate of A., or any part of it, should be given to B.; if the devisee will not comply with the provision of the will, the courts of equity hold that another condition is to be implied, as arising out of the will and the conduct of the devisee; that inasmuch as the testator meant that his heir-at-law should not take his estate which he gives A., in consideration of his giving his estate to B.; if A. refuses to comply with the will, B. shall be compensated by taking the property, or the value of the property, which the testator meant for him, out of the estate devised, though he cannot have it out of the estate intended for him." Lord Redesdale said (2 Sch. & Lef. 449), "The general rule is, that a person cannot accept and reject the same instrument; and this is the foundation of the law of election, on which courts of equity, particularly, have grounded a variety of decisions in cases both of deeds and of wills, though principally in cases of wills, because deeds, being generally matter of contract, the contract is not to be interpreted otherwise than as the consideration which is expressed requires."

Proceeding now to the cases in which has been raised the question whether the doctrine of election is applicable to property settled for a woman's separate use, with restraint on anticipation, the first case to notice is *Willoughby v. Middleton* (10 W. R. 460, 2 J. & H. 344), which for the present purpose may be quoted from the statement of that case by Lord Selborne in *Codrington v. Lindsay* (*ubi supra*), omitting the part of the statement relating to the jointure rent-charge:—"The intended wife was at the date of the deed absolutely entitled, under a contemporaneous appointment in her favour by her mother, to certain specified trust

Mar. 6, 1886.

THE SOLICITORS' JOURNAL.

299

funds in reversion expectant upon her mother's death; and as to these reversionary trust funds, and also as to all other personal estate to which the wife might become entitled during the coverture, it was expressed to be covenanted and agreed by the husband and the wife that they should be settled on trusts for the benefit of the wife, the husband, and the children, under which trusts the wife was to take the first life interest for her separate use, without power of anticipation. On the death of the wife's mother during the coverture, the specified trust funds became vested in the wife in possession, though they had not been transferred to the trustees of the ante-nuptial settlement before the bill was filed, and at the same time, and by the same event, the wife became also entitled to certain valuable legacies for her separate use, without restraint on anticipation, under her mother's will. It was decided by Vice-Chancellor Wood that, although she was at liberty to refuse to bring these legacies into the settlement, she must in that case give up (so far as might be necessary for compensation) her life interest in the specified fund, which her husband had then power to reduce into possession, and which was, therefore, effectually bound by the deed."

It may be well to quote what Vice-Chancellor Wood said in answer to the argument that Lady Middleton could not make compensation out of her interest under the settlement because it was settled with a restraint on anticipation. The Vice-Chancellor said:—"The correct view, in my opinion, is this, that when the doctrine of election intervenes, it takes the fund out of the settlement. This fund cannot be claimed without giving up the property which is referred to in the covenant, and if this is not done the fund becomes in equity no longer subject to the provisions of the settlement. It ceases to be a settled fund. The husband settled it on his wife with a restraint on anticipation, on the faith that all the provisions of the settlement would be carried into effect. The wife, therefore, cannot touch the fund given to her for her separate use with a restraint on anticipation, except by bringing in the other property, so as to make good the rights of all parties interested under the deed."

As Kay, J., remarked in *Re Vardon's Trusts*, Lord Selborne did not intimate any doubt of the propriety of the decision in *Willoughby v. Middleton*. It may be added that in 3 Dav. Prec. (3rd ed.), 649, *Willoughby v. Middleton* is mentioned as having settled the law that the wife cannot insist upon the benefit of the settlement made during her infancy, so far as regards property effectually bound by the contract of the husband, and at the same time repudiate the settlement as to property not capable of being so bound.

Beyond an observation of James, L.J., in *Re Tussaud's Estate* (L.R. 9 Ch. D., at p. 375), a case with reference to double portions, where the Lord Justice is reported to have interrupted the argument by the question, "Can a married woman, who is restrained from anticipation, be put to her election?" the case of *Willoughby v. Middleton* seems not to have been impugned until it was criticized by the late Master of the Rolls in *Smith v. Lucas* (30 W.R. 451, L.R. 18 Ch. D. 531), almost twenty years after the decision, whose criticism, not involving a decision, is set out at length in the reports of Kay, J.'s, judgment in *Re Vardon's Trusts*. Something will be said upon it in the latter part of this article.

The next decision is *Re Wheatley* (33 W.R. 275, L.R. 27 Ch. D. 608). It arose upon a will and codicil, by which a donee of a power to appoint amongst her nephews and nieces exercised her power in favour of objects within it, and also in favour of persons not within it, and gave to the nephews and nieces, who were entitled in default of appointment, certain property of her own for life, the share of any niece being directed to be settled upon trust for her separate use, with restraint on anticipation. Chitty, J., adopted the view taken by the late Master of the Rolls in *Smith v. Lucas* in his criticism of *Willoughby v. Middleton*, and, moreover, considered the restraint on anticipation equivalent to an express negation of the implied condition of election, and therefore held that the doctrine of election did not apply with respect to the shares of the nieces, being married women.

That case was followed by *Re Vardon's Trusts*, already mentioned when before Kay, J., whose decision has been reversed. It is sufficient to say that the circumstances of the case were practically identical with those of *Willoughby v. Middleton*, so far as the present question is concerned. There was this difference, indeed: the sum settled, in which the wife took a life interest for her separ-

ate use, with restraint on anticipation, was a sum in possession instead of reversion. The wife having elected to avoid her covenant to settle after-acquired property, Kay, J., followed *Willoughby v. Middleton* by depriving her of the income to which she would have been entitled if she had not so elected, and applying it in making compensation to those disappointed by her election.

Re Vardon's Trusts was followed by *Re Queade's Trusts* (33 W.R. 816). It arose on a post-nuptial settlement containing a covenant for the settlement of all property which the wife, or her husband in her right, then was or should thereafter become entitled to, the first trust being for the separate use of the wife for life, without power of anticipation. At various times the husband had, in pursuance of the covenant, paid to the trustees property to which he had become entitled in right of his wife, who had received the income. The wife having become entitled as one of the next of kin to a fund in court representing a share of a residuary personal estate undisposed of by a testator, who had died in 1883, petitioned for payment of it to her. Chitty, J., having held that under section 5 of the Married Women's Property Act, 1882, she was entitled to this fund for her separate use, had to determine the question whether, under the covenant, not binding on her, contained in the settlement, the doctrine of election applied, and he held, with evident reluctance, that he was bound to follow *Willoughby v. Middleton*.

The last decision to be noticed is *Re Vardon's Trusts*, in the Court of Appeal (34 W.R. 185, L.R. 31 Ch. D. 275), which reversed the decision of Kay, J. The decision of the court was contained in a written judgment delivered by Fry, L.J., and we propose, next week, to offer some comments upon it.

THE COUNCIL OF THE INCORPORATED LAW SOCIETY ON THE LAND LAWS.

VI.

PROPOSALS AS TO ENTAILS.

We now proceed to the consideration of some of the schemes that have been proposed for the abolition or modification of strict settlements.

In considering these proposals it is necessary to remember the essential difference between the objects of strict settlements and of settlements of personality in the usual form. The object of a strict settlement is to render it certain that the head of the family for the time being shall be a wealthy man, an object for which his brothers and sisters are often condemned to poverty, while the object of a common personality settlement is to make a reasonable provision for the wife and children in case of misfortune or misconduct of the husband; accordingly, it will generally be found that a strict settlement contains the bulk of the settlor's property, while this is not the case in a personality settlement.

A personality settlement in the usual form is not obnoxious to any of the arguments that have been brought against strict settlements on social grounds. By the exercise of the power of appointment the tenant for life can make provision for his children according to their requirements, he can disinherit an unfit or unworthy child, and by the threat of doing so can protect him against money-lenders. Where land is settled in this form the objection brought on economic grounds against strict settlements, that the tenant for life is unwilling to expend his property on improvements, loses most of its force, for he feels when he does so that he is investing it for the benefit of his wife and children, not of one child only; and although the objection that he cannot sell for the payment of his own debts remains, it must be remembered that it is less likely that he will require to do this where the property settled by him forms only part of his fortune than where it is the bulk of his fortune. A well-drawn settlement of this nature contains powers of management to the trustees which are intended to remain latent so long as the tenant for life is solvent, but which come in force on his selling his life interest or becoming bankrupt, and do much to obviate the mischief to the property produced by either of these events happening.

SCHEME OF THE COUNCIL.

The Statement says:—

"If the abolition of estates tail, legal, or equitable, were carried out,

and a realty representative constituted, settlements of land would be placed on the same footing as settlements of stock, and the objection that a son is forced to consent to a re-settlement would lose most of its force."

While this is an excellent proposal (see Co. Litt. 19b; *Mildmay's case*, 6 Rep. 40a), and is approved of by Sir H. Davey, S.G., by Mr. Frere, and Mr. Young (see their evidence before Mr. Osborne Morgan's Committee), we consider that the adoption of it would not alone be sufficient to obviate most of the objections to strict settlements that we have pointed out, as it would not prevent the settling of land on an unborn eldest son. We do not see how the adoption of this proposal would put settlements of land on the same footing as settlements of stock; in a settlement of stock the trustees can transfer the stock to a purchaser, and as between themselves and the purchaser the transfer is good, though it is made without the consent of the *cestui que trustee*. The only effectual manner of assimilating settlements of land to those of stock is to adopt Mr. Wolstenholme's proposal of allowing no legal estates except estates in fee simple and terms of years, and providing that the owner in fee should, whether he be a trustee or not, always have a power of sale, and declaring that the purchaser should not be affected by notice of any trusts.

MR. JUSTICE STEPHEN'S SCHEME.

In a most interesting article in the *National Review* for February last, Mr. Justice Stephen proposes that "the distinction between the law of real and personal property should be abolished, the law of personal property being made the general law of property"; that "all owners should have the same power of settling and dealing with real property, either by will or by deed, as they now have with respect to personal property, and no other." He points out that if his scheme is adopted it will be necessary to retain the distinction between realty and personality as to (1) the Statutes of Limitations; (2) easements *profits à prendre*; (3) mortgages. Perhaps the most interesting part of Mr. Justice Stephen's article is the extreme boldness with which he treats existing settlements; these proposals, on account of the high position of the writer, and his well-known disapproval of any scheme which interferes with the strict rights of property, afford a most instructive comment on the words of the Statement, "Of course, whatever scheme (if any) be adopted will only apply to future settlements, and will not touch existing vested or contingent interests, which clearly ought to be left unaffected." Mr. Justice Stephen, on the other hand, proposes that "facilities should be given to the living persons interested in any deed or will to vary its dispositions, with the consent, or even, in some cases, without the consent, of all persons interested"; that "existing valid provisions in favour of the unborn children of any person named in any will or deed should be preserved, but no others; that the interest of any person born after the change in respect of any instrument dated before it should be absolute"—*i.e.*, that the interest of a tenant in tail born after the Act should, on his death, pass to his personal representatives; and, further, that a strict entail, under which no child was living at the passing of the Act, should be equivalent to a life estate with a power of appointment among the children of the tenant for life. It will be observed that the last proposal, if, as we presume, it is intended that to apply to settlements made after, as well as before, the Act, is the same as that of Mr. Shaw Lefevre with respect to future settlements, which is discussed hereafter.

The effect of this scheme would, in some respects, be similar to that of Mr. Wolstenholme, as all settlements would necessarily be made by vesting the fee in trustees, so that, in time, the abstract would consist entirely of conveyances in fee simple, or whatever the equivalent interest was called, either absolute or by way of mortgage.

MR. ARTHUR ARNOLD'S SCHEME.

This scheme, commonly known as "Free Land," contemplates the entire abolition of settlements of land, with the exception of settlements by will on the testator's widow for life, with remainder to his children, but allowing a charge on the land, even to the full amount, to be settled.

Lord Hobhouse, in the articles referred to last week, is in favour of this scheme, subject to an exception in favour of settlements made on actual marriage, so far as they provide for the wife and offspring of the marriage.

The arguments in favour of Mr. Arnold's scheme deserve careful consideration; but, though the adoption of the scheme would ob-

viate the economic objections to settlements of land, it would not touch the objections on social grounds, as it would not prevent settlements of charges on land on an unborn eldest son. The objections to the scheme, which are put very clearly in the Statement, appear to us insuperable. We may add to the objections stated by the Council, that it is a common and prudent provision in a marriage settlement to enable the trustees to purchase a house for the residence of the married pair, and that, under Mr. Arnold's scheme, this would be impossible.

In discussing Mr. Arnold's scheme, the council have not noticed the important exception that he makes in favour of the wife and children of a testator.

Some people think that the adoption of this scheme would greatly simplify titles. This appears to be doubtful. If A. be the owner of land subject to a charge vested in B. and C. on the trusts of a settlement, it will be easy to sell so long as the settlement exists, as B. and C. will be able to give receipts for the amount due on the charge; but when the settlement is spent, and the charge is assigned to the persons beneficially entitled, just as many people will have to concur in the conveyance as if the land itself had been settled. It is, however, right to say that this objection to the scheme would lose its force if Sir H. Davey's or Mr. Wolstenholme's scheme were adopted.

MR. SHAW LEFEVRE'S SCHEME.

Mr. Shaw Lefevre proposes that settlements of land shall be allowed, but that no property, either real or personal, shall be settled on any unborn person except the children of the tenant for life, either equally or in such proportions as he shall appoint. In other words, he proposes that all settlements shall be in the form now generally adopted for the settlement of personality.

With respect to this scheme, the Statement says:—

"It is difficult to understand what such a measure is designed to effect. "It does not prevent re-settlement, for, if a father tenant for life wished to have the property re-settled, it is easy to see that sufficient family pressure might be brought to bear upon the eldest son to make a re-settlement, the father appointing the property to him.

"Moreover, it may be taken that very few settlements are made, and fewer still take effect, in favour of any issue except issue of the settlor or tenant for life. The restriction, therefore, would have comparatively little effect.

"However, it is not necessary to go any further into this question than to point out that, if life estates are to be allowed at all, it does not seem to matter to the public at large who takes in reversion, and the fact that they are allowed to a limited extent prevents simplicity of title as much as if the present system of settlement remained unaltered."

With reference to the argument that Mr. Shaw Lefevre's scheme would not prevent re-settlements, we may point out that, in the case of personal settlements, which generally follow the form suggested by Mr. Lefevre, re-settlements, except on marriage, are unknown at present, unless the circumstances are most exceptional, and that, if Mr. Lefevre's scheme were to pass into law, it would be easy to prohibit them expressly.

We are unable to concur with the Council in saying that very few settlements are made in favour of any issue except those of the settlor. So far from this being the case, in our experience it is the practice to extend the limitations on a re-settlement by a father and his eldest son to the younger sons of the father and their issue, and even, though rarely, to the father's brothers and their issue. See the remarks on this point by Mr. Davidson, 3 Dav. Prec. 324, *et seq.* We have already pointed out that the fact of the reversion being limited to an eldest son or to collaterals may render the tenant for life unwilling to spend money on improvements.

Mr. Shaw Lefevre's scheme, with the addition of his proposals above referred to, of allowing a division of the proceeds of sale between the tenant for life and the reversioner, and of enabling the creditors of a bankrupt tenant for life to compel a sale of the settled land, appears to us to offer a reasonable solution, perhaps the best that has been suggested, of a very difficult problem. It would obviate all the evils arising from strict settlements, with the solitary exception that a tenant for life who spends money on improvements would not be able to get it back by a sale of the property. But, as the improvements would be for the benefit of all his children, not of one child only, it is hardly likely that the existence of the settlement would prevent him from making ordinary improvements. The alteration of the Settled Land Act that we have above suggested would enable him

to expend his own money in costly improvements, even in cases where he wished to have the power of recouping himself.

We may observe that nothing in this scheme would prevent the tenant for life, if he so thought fit, from making an eldest son, as it is an essential part of the scheme that he should have a power of appointment among his children; add to which that the form of settlement proposed is one with which lawyers are familiar, so that there would be no practical difficulty in introducing it, and that it is much liked by the public, as we may judge from its common employment in wills.

ALTERATIONS IN THE LAW OF INHERITANCE.

There are two questions which are often confounded, but which ought to be carefully distinguished—viz., (1) Ought a man's fee simple property to vest in a real representative at his death? (2) Ought the beneficial interest to go to his heir-at-law or to pass as if it were personality?

The Statement, following the nearly unanimous opinion of modern lawyers, suggests that the land should vest in a real representative, with, we presume, power of sale. The simplicity that this would introduce into titles is very great; the weakest point in most titles is where a will is made by an incompetent person, so that the title depends upon a question of construction, while if this reform is made, the real representative will be able to sell, and the purchaser will not be concerned with the question of construction, which will affect the beneficiaries only.

There is not the same unanimity of opinion as to whether the personal should always be the real representative, though, for the reasons following, we consider that this is not only a necessary but a most pressing reform. Suppose, on the perusal of a title on behalf of a purchaser, we find that A. died seised in fee simple of lands not held by any customary tenure, and that B. is his heir-at-law, and proof is given of B.'s heirship. If A. died before 1882 it is unnecessary to inquire whether he was a trustee, for, even if he was, the purchaser, on taking a conveyance from B., will obtain the legal estate, and will be a purchaser for value without notice, so that his title will be perfectly good; but if A. died after 1881 this will not be the case; the question whether the land vested in B. depends upon whether A. was beneficially entitled or was a trustee. In the former case it vests in B.; in the latter case it vests in A.'s personal representatives, and a purchaser would take nothing by a conveyance from B. It is therefore necessary, where the death of A. occurs after 1881, to require evidence that he was not seised on any trust, a fact which in some cases may be very difficult of proof; and it will be observed that the same difficulty will arise if a real representative is constituted who is not necessarily the same person as the personal representative; in other words, if the real is not the same person as the personal representative we must always inquire whether the intestate was or was not a trustee.

The council "have not referred to the question of primogeniture, both because it appears to them to be a political rather than a legal question, and also because they are quite unable to appreciate the great importance which is attached to it by political speakers, the fact being, as was lately pointed out by Lord Hartington, that every one now makes a will." They also point out that the mere abolition of primogeniture without making a realty representative would increase the complexity of titles.

A will giving all the realty to an eldest son is very rare, except in the case of rich testators, who generally know that they ought to make their wills under proper legal advice. The law of intestacy applies in practice only to people who are not rich, who almost invariably give their realty and personality in trust for sale and division among the children, subject to the widow's life interest. It appears that the abolition of primogeniture would bring the law more nearly in accordance with the wishes of the majority of testators than it is at present. When the question of primogeniture is under consideration it may be proper to consider whether the Statute of Distributions may not with advantage be altered so as to bring it more nearly into accordance with wills of this form.

Mr. Justice Stephen says, in the article already referred to, "The abolition of the real property rules of descent would effect a change which, so far as I know, every one considers expedient, and on which it is not necessary to waste a word." The proposed change is also advocated by Mr. Davey in his letters to the *Times*, by Lord Hobhouse in the articles already referred to, and by Mr.

Frere and Mr. Young in their evidence before Mr. Osborne Morgan's Committee, and by most other law reformers.

CONCLUSION.

We have now finished the discussion of the principal matters mentioned in the Statement; there are, perhaps, a few questions which might with advantage have been discussed in it, and on which the opinion of the Council would have been most valuable—such as whether the intolerable burden imposed on landowners by the expense of valuations could be removed by any system of official valuations; whether copyholds should not be enfranchised compulsorily; whether the time has not come for amending the Thelusson Act, so as to prohibit all trusts for accumulations except during minorities, but possibly allowing a portion of the income of settled property of a wasting nature to be accumulated; whether some provisions are not required as to making the burden of covenants as to the user of land for the benefit of neighbouring lands run with the land whose owner is intended to perform the covenant (see *Austerbury v. Oldham*, 33 W. R. 807, L. R. 29 Ch. D. 750).

It is right to add that, notwithstanding our criticisms, the Statement is a valuable contribution to the literature of law reform, and that the information contained in it will be very serviceable to the public. We regret, however, that the council, instead of making more recommendations as to matters on which their practical experience entitles them to be heard, have reserved themselves till some definite proposal is placed before Parliament, when, "in accordance with their usual practice, they will be prepared to afford all assistance in their power."

CORRESPONDENCE.

THE SOLICITOR-TRUSTEE.

[*To the Editor of the Solicitors' Journal.*]

Sir.—It is to be hoped that the remonstrances against the rule as to the professional charges of a solicitor-trustee will stir up the minds of the profession, and procure a much-needed alteration. To say that it is based on the principle that a man must not make profit out of his trust is by no means the real and entire explanation. The rule is judge-made, and arose from a strange distrust of solicitors. This is clearly shewn by the *dictum* of Lord Lyndhurst, C.B., in *New v. Jones*, to which attention was called in a leading article in the SOLICITORS' JOURNAL of the 6th ult. According to that eminent judge, unless a solicitor-trustee is restrained, he might waste the estate in useless purposeless litigation for the sake of costs, which, of course, is imputing downright roguery.

When a solicitor appointed trustee tells the testator that it is necessary to insert the clause enabling professional work to be charged for, because a "trust" is imposed, he states what solicitors are pleased, out of regard to their own dignity, to consider as the reason for the rule. The actual truth would be that it is because certain judges have considered that, unless solicitors are duly fettered, they will rob the estates confided to them by means of needless, and therefore dishonest, costs.

In the leading article referred to, and in the correspondent's letter in the same paper, the objections to the rule are stated with force and precision. It is impossible to deny that the rule is not only utterly unreasonable in itself, but also degrading to the profession. Solicitors are sometimes said to be the most powerful body in the community. If, however, they cannot succeed in getting the rule in question abolished, it may well be doubted whether the power attributed to them is not imaginary.

REFORM.

March 2.

ASSIGNMENTS FOR BENEFIT OF CREDITORS.

[*To the Editor of the Solicitors' Journal.*]

Sir.—If any of your subscribers have had a similar case to the following I should be glad to know how they acted, and their authority for doing so.

A man executes an assignment for the benefit of his creditors.

The trustee realizes the assets and divides the same as far as possible, but there still remains a sum too small for division, as it would not cover the expenses of sending out notices, &c., of further dividend.

There is no provision in the deed for dealing with any surplus after

settling with the creditors. The trustee's remuneration is a fixed sum, which has been paid, and the question arises, what is to be done with the surplus?

C. J. D.

March 1.

THE MIDDLESEX REGISTRY.

[To the Editor of the *Solicitors' Journal*.]

Sir,—Referring to the observations in your issue of last week upon the subject of the recent test case of *Munton v. Lord Truro*, and the statement by the deputy-registrar that the fee of 7s. was "a thing of the past," we beg to inform you that, so far from this being the fact, on our tendering two memorials for registration last week, one of which was under 300 words, and the other under 400 words, a demand was made for a fee of 7s. on each.

We think it right to call attention, to what appears to us at least, an irregularity on the part of the junior officials at the registry.

BLUNT & LAWFORD.

95, Gresham-street, London, E.C., March 1.

THE REGISTRATION QUESTION.

There are two objections of a practical nature to registration of title—viz., as regards registration of an absolute or indefeasible title, the expense of the process, and, in many cases, its impracticability, owing to imperfections in the chain of proof. However desirable a perfect, absolute, or indefeasible title may be in the abstract, it is clear that landowners and purchasers are not willing to pay heavily for the luxury, and are content with such a degree of safety as they now get after an investigation by a legal adviser in whom they have confidence. Then, as regards any form of registration of title, the perpetual interference of a registrar with judicial powers at every stage of every transaction is objectionable, and contrasts unfavourably with the freedom and celerity of the present practice.

It must, however, be admitted that the latter involves repetitions of work in the investigation of a title which might very well be done once for all, and this tells, with special hardship, in cases where an owner desires to split up a suitable site in small building plots. In a recent case, coming under my observation, the owner divided four acres of land held under the same title, and sold them in ninety-two plots, the purchase-money averaging fifty guineas a piece. The purchaser in these cases had either to take his title upon trust or to pay for the abstract, and for its examination and perusal by his solicitor, at an expense quite out of proportion to the value of the plot dealt with. Of course, if he desired to raise money after building his house, he had no choice but to incur this cost.

The problem requiring solution, therefore, is this. An owner of land suitable for laying out in small building plots or allotments wishes to have his title so far certified as to relieve a purchaser of a plot from the expense and delay of investigating it. It would also, in many cases, be a great convenience and inducement to a bidder or applicant for land if matters could be so arranged that he could complete his purchase in the auction-room or across the counter of the seller's office, and escape the usual vexatious delays, and yet without greater risk of eviction or loss than at present from the title afterwards proving defective.

It is part of my plan to utilize the present Land Registry Office, and provide it with ample work of the kind it was established to undertake. My proposal is as follows:—An owner to be authorized to transmit to the registrar his title deeds, with a statutory declaration that they comprise the whole of the muniments of title under his control, and that he is in actual occupation, or in receipt of the rents and profits, of the land, and with an abstract of title. The registrar's duty would be to compare the abstract with the deeds, which would be retained in the registry. Any deeds not in the owner's possession, or under his control, would be examined by the registrar, or one of his deputies, or an independent solicitor, on the spot. The title would then be submitted to a conveyancer, who would peruse it just as he would do at present for a purchaser and a mortgagee (he should peruse it with a view to both purchases and mortgages). On his requisitions on the title being disposed of, he would write an opinion on title in the usual way, but it would be rather more formal in shape. This would be filed by the registrar with the deeds and abstract, and he would issue an office copy to the owner, who could then sell, with a stipulation or condition to the following effect:—

"The title to lot has been perused by Mr. So-and-so, public examiner of titles, and a copy of his opinion appears in schedule A. to these conditions. The purchaser shall accept such opinion as satisfactory, and shall not be entitled to inquire further into or investigate the title, except as to a point (if any) arising subsequent to and not covered by such opinion."

A further condition might be inserted to this effect:—

"The purchaser of any lot shall pay his purchase-money before the close of the sale, and shall thereupon receive his conveyance in accordance with the printed form in schedule B. to these conditions of sale, filled up with the name of the purchaser and a description of the property as appearing in the particulars of sale, and shall be let into immediate possession of his purchase."

The registrar should be bound to issue office copies of any deed, abstract,

or opinion, or any part of them, on application by any person interested in the property, on payment of a prescribed fee.

Under the above system a small purchaser would get, not indeed an indefeasible title, but one at least as good and secure as he gets now after an elaborate investigation and much delay and expense.

The working of the plan would be greatly assisted by an enactment that trustees, agents, and other persons in a fiduciary position, and their solicitors, should be at liberty to accept a title in accordance with the opinion of a public examiner of titles without liability from any loss or damage arising from its thereafter proving defective, reserving, of course, matters since the date of the official opinion.

The cost of this process would be considerably less than under an application for an indefeasible title, as advertisements and many other requisites of that system would be dispensed with.

Another advantage of this scheme would be that it would be by no means necessary that the applicant should be absolute owner; the official opinion might vary according to the circumstances of the proposed vendor—as, for instance, in the case of a tenant for life, trustees for sale, or with a power of a sale.

It would be essential to secure public confidence in the opinion of the examiner to make it an inviolable rule that he should have no direct communication with the applicant or his advisers. Everything should pass through the medium of the registrar, to whom the conveyancer would look for payment according to a settled scale of fees. The former would fill a position analogous to that of the purchaser's or mortgagee's solicitor, and would, of course, secure his expenses in advance.

It is not to be expected that an owner, with a title known to him to be immediately defective, would be likely to submit it for an official opinion; but if the examiner should be unable to certify to the applicant having at least a reasonably good holding title, the owner would have the option of withdrawing his application, and thereupon his deeds and papers would be returned to him.

GREGORY W. BYRNE.
22, Chancery-lane.

CASES OF THE WEEK.

COURT OF APPEAL.

DE CAUX v. SKIPPER—C. A. No. 2, 2nd March.

MORTGAGE—FORECLOSURE—REDEMPTION—MORTGAGES OF TWO ESTATES—CONSOLIDATION—COSTS—APPORTIONMENT—CONVEYANCING ACT, 1881, s. 17.

This was an action for the foreclosure of two mortgages of two distinct estates to the same mortgagee. The mortgagees claimed the right to consolidate the two mortgages, and the court held that there was no foundation for this claim. The question arose whether the costs of the action ought to be apportioned between the two estates, or whether, as Pearson, J., held in *Clapham v. Andrews* (L. R. 27 Ch. D. 679, 28 SOLICITORS' JOURNAL, 619), the whole costs of the action ought to be included in the account relating to each estate, so that the mortgagor should not redeem either estate separately without paying the whole of the costs. The court (Cotton, Bowen, and Fay, L.J.J.) held that the costs must be apportioned between the two mortgages. Otherwise, they said, there would be a consolidation as regarded the costs, though there was no right to consolidate the mortgages. [*Clapham v. Andrews* may, therefore, be considered as overruled.]—COUNSEL, Hemming, Q.C., and Beddall; Marten, Q.C., and Vernon R. Smith. SOLICITORS, W. S. Norton; W. De Caux.

Re RICE—C. A. No. 2, 1st March.

EVIDENCE—PROOF OF EXECUTION OF DEED—AFFIDAVIT OF ATTESTING WITNESS—COMMON LAW PROCEDURE ACT, 1854, s. 26.

This was a petition in lunacy for an order to vest trust property in a new trustee, who had been appointed in place of a lunatic trustee. It was alleged that the appointment had been made by the tenant for life by deed. Under the power given by the settlement a simple writing was sufficient, and attestation was not required. The execution of the deed was not proved by the attesting witness, but there was an affidavit by a relation of the tenant for life, who identified his signature. The tenant for life was resident abroad, and the deed had been executed abroad, the attesting witness also residing abroad. It was suggested that under the circumstances this evidence of execution was sufficient. Reference was made to section 26 of the Common Law Procedure Act, 1854, which provides that "it shall not be necessary to prove by the attesting witness any instrument to the validity of which attestation is not requisite; and such instrument may be proved by admission or otherwise, as if there had been no attesting witness thereto." Section 103 provides that the enactments contained in (*inter alia*) section 26 "shall apply and extend to every court of civil judicature in England and Ireland." *Re Reay's Estate* (3 W. R. 312) and *Re Mair's Estate* (21 W. R. 749) were cited. In the former case Kindersley, V.C., held that section 26 did not apply to an *ex parte* application. In *Re Mair's Estate*, upon a petition for payment out of money paid in by a railway company under the Lands Clauses Consolidation Act, the company appearing, Wickens, V.C., acted on section 26, and allowed the execution of a deed, which formed part of the petitioner's title, to be proved by an affidavit of handwriting not made by the attesting witness. Cotton, L.J., said that in the case of petitions of this kind, both in chancery and in lunacy, it had always been held that, as a general rule,

Mar. 6, 1886.

THE SOLICITORS' JOURNAL.

303

the execution of a deed must be strictly proved—i.e., by the attesting witness—though under special circumstances the court might receive other evidence. In the present case evidence must be given of the handwriting of the attesting witness, or it must be proved that he was abroad, and that it would be difficult to obtain evidence of his handwriting.—COUNSEL, *Ingle Joyce*. SOLICITORS, *Wing & Ducane*.

Re LYNDON'S TRADE-MARK—C. A. No. 2, 25th February.

TRADE-MARK—REGISTRATION—APPLICATION TO REGISTER OLD MARK FOR NEW CLASS OF GOODS—SIMILARITY TO REGISTERED MARK OF ANOTHER TRADER—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, ss. 65, 72.

This was an application by Lyndon & Co. for the registration of a trade-mark. The applicants had, from the year 1864, used as a trade-mark, for iron and steel goods now included in class 13 in the 3rd schedule to the Trade-Marks Rules of 1883, the head of Minerva (the head of a woman wearing a helmet). In 1884 they were extending their business to the manufacture of other iron and steel goods comprised in class 12 (articles of cutlery), and they applied for the registration, in connection with that class, of the head of Minerva (their old mark) with the word "Athena" printed under it. The application was opposed by Bedford & Sons, manufacturers of cutlery, who had, since 1869, used as their trade-mark for goods comprised in class 12 the head of a man (uncovered) with the word "Way" printed under it. This mark had, in April, 1884, been registered in the Sheffield Register of Cutlery Marks. It had become known in the trade as the "Headway" mark. Bedford & Sons opposed the application on the ground that, when stamped upon cutlery and other articles in class 12, the two marks when compared, owing to the smallness of the dies, were so similar that the one would be mistaken for the other, and accordingly that the case came within section 72 (2) of the Act of 1883, which prohibits registration with respect to the same goods or description of goods of "a trade-mark so nearly resembling a trade-mark already on the register with respect to such goods or description of goods as to be calculated to deceive."

It was said also that the impressions of the dies would often be blurred, and that in the process of stamping it would often happen that a part only of the die would fall on the article to be stamped. The registered mark of Bedford & Sons consisted of the head, with scarcely any part of the neck, and the head was covered with short bristly hair. But in actual use on their goods the head was covered with a wig and a great deal more of the neck was shewn. The mark of Lyndon & Co. shewed the neck and shoulders as well as the head. Pearson, J. (29 SOLICITORS' JOURNAL, 669), refused the application, holding, on the authority of *Re Worthington's Trade-Mark* (L. R. 14 Ch. D. 8, 24 SOLICITORS' JOURNAL, 326), that the proposed mark was so similar to that of Bedford & Sons as to be calculated to deceive. He said that, as the mark was to be used for a new class of goods, it must be treated as an entirely new mark. This decision was reversed by the Court of Appeal (Corron, Bowen, and Fry, L.J.), who held that the applicants' mark was entitled to registration. Corron, L.J., said that the question was whether the applicants' mark so nearly resembled the mark of Bedford & Sons, which was already on the register, as to be calculated to deceive. He agreed that the court must look, not only at the figures which would appear on the register, but at what the marks would be when in use on the goods. The question would be whether that which was intended to be registered would, when fairly used, be calculated to deceive. It was said that some part of the mark would probably be left out in actual use owing to imperfect stamping. If the proprietor left out a substantial part of the mark the registered mark would not be his trade-mark. The Trade-Marks Act did not confer any new right; its object was to regulate the mode of enforcing rights. His lordship would not express any opinion how far the Act would enable a trader to register as his trade-mark something which he did not use in his trade, but he thought all the provisions of the Act pointed to the facilitating of proceedings in respect of something which was being used in a trade. In *Re Worthington's Trade-Mark* the mark was a paper label, and the judges relied great deal upon this, that colour was not in any way indicated on the register, and that the applicants might colour the centre of their label in such a way as to hide the figure of a church which was on it, and thus make it like Bass's label. If they had done that, it would have been difficult to say that they could be protected by the registration. But in the present case the mark was intended to be stamped on the goods; it would not be used with any colour. It might happen that it would not be always accurately stamped. But his lordship thought that if it was fairly used there was no probability of any deception, except that, if it was stamped very small, it might be difficult to distinguish it. That, however, would apply to other marks. His lordship could not say that on that ground the mark was not entitled to protection. The evidence shewed that Bedford & Son had been actually using on their goods a mark different from that which they had registered, and much more like that which the applicants asked to register. But the court was only dealing with the registered mark, and, having regard to what would be the consequences of the fair use of the mark, his lordship thought that the mark which it was proposed to register would not be so like the registered mark of Bedford & Sons as to be calculated to deceive. But it did not follow that, if the applicants should use that which was calculated to deceive, they would be protected. Bowen, L.J., did not think the case was an easy one to decide. But the law was pretty clear. The words "calculated to deceive" had received a judicial interpretation from this court in *Re Worthington's Trade-Mark*, and *Re Rosing* (54 L. J. Ch. 975n). A trade-mark was "calculated to deceive" if its legitimate use was likely to deceive. The court had a right to look at all the circumstances of the

case. Colour, size, the material or ground-work on which the mark was to be placed, the circumstance that some parts of a design would be likely to come out with more perfection than others—all these things a common-sense man of business would take into consideration. His lordship thought that the law was thus laid down in *Re Worthington's Trade-Mark* and *Re Rosing*. Applying the law to the present case, he was not sure that, judging only by the light of nature, there was not some probability of confusion. But, having regard to the evidence, he did not think that the court would be justified in coming to that conclusion. Fry, L.J., said that the *onus* was on those who objected to the registration. The words "calculated to deceive" at first sight seemed to imply the existence of a design to deceive, but the decisions shewed that they only meant that, if the marks were each fairly used, the one was likely to be mistaken for the other. He thought the court was bound to consider all the circumstances. He was quite prepared to take into consideration the fact that small marks were much more likely to be confused than large ones, and that pains should be taken to make them more diverse from each other. His lordship would express no opinion on the question whether the Act of 1883 enabled a man who had not used a trade-mark for any particular class of goods to obtain, by registration, a right to the mark for that class.—COUNSEL, *Aston, Q.C.*, and *Macrory; Cossens-Hardy, Q.C.*, and *Hatfield Green*. SOLICITORS, *Fellows & Rider; Cattarns, John, & Hughes*.

Re BUSFIELD, WHALEY v. BUSFIELD—C. A. No. 2, 3rd March.

R. S. C., 1883, ord. 11, r. 1; ord. 67, r. 5; ord. 72, r. 2—SERVICE OUT OF JURISDICTION—ORIGINATING SUMMONS—4 & 5 WILL. 4, c. 82—42 & 43 VICT. c. 59, ss. 2, 4.

The question in this case was whether the court has power to allow service out of the jurisdiction of an originating summons. Rule 1 of order 11 provides that service out of the jurisdiction of a writ of summons, or notice of a writ of summons, may be allowed by the court or a judge whenever (*inter alia*) "(d.) the action is for the administration of the personal estate of any deceased person who, at the time of his death, was domiciled within the jurisdiction, or for the execution (as to property situate within the jurisdiction) of the trusts of any written instrument, of which the person to be served is a trustee, which ought to be executed according to the law of England." Rule 5 of order 67 provides that "where personal service of any writ, notice, pleading, order, summons, warrant, or other document, proceeding, or written communication is required by these rules or otherwise, the service shall be effected as nearly as may be in the manner prescribed for the personal service of a writ of summons." And by rule 2 of order 72, "where no other provision is made by the Acts or these Rules, the present procedure and practice remain in force." The action, which was commenced by originating summons, was brought by a residuary legatee under the will of an English testator, claiming accounts and inquiries in relation to the real and personal estate of the testator, and an inquiry as to the persons entitled thereto, and (if necessary) administration of the estate under the direction of the court. The defendants were the executors of the will. The testator was, at the time of his death, domiciled within the jurisdiction of the court. The widow of the testator, one of the defendants, was ordinarily resident within the jurisdiction, but she was at the time of the issuing of the summons temporarily resident in France. The plaintiff applied to Chitty, J., for leave to serve the summons on the widow in France. Chitty, J., held that there was no power to allow the service of an originating summons out of the jurisdiction; and the Court of Appeal (Corron, Bowen, and Fry, L.J.) affirmed the decision. It was contended that rule 5 of order 67 extended the provisions of order 11 to an originating summons. It was also urged that rule 2 of order 72 continues in force the old practice of the Court of Chancery, under the Consolidated Orders of 1860, with regard to the service out of the jurisdiction of the originating summonses which were then in use. Reliance was also placed on some cases in which leave has been given to serve petitions under the Trustee Relief Act out of the jurisdiction, and on the practice of serving summonses under the Companies Acts out of the jurisdiction. And in the Court of Appeal it was contended that the provisions of the Act 4 & 5 Will. 4, c. 82, as to service out of the jurisdiction, are still in force, although the Act has been repealed by the Act 42 & 43 Vict. c. 59, because section 4 of that Act provides that the repeal effected by the Act shall not affect (*inter alia*) "any jurisdiction or principle or rule of law or equity established or confirmed, or right or privilege acquired, or duty or liability imposed or incurred, or compensation secured, by or under any enactment so repealed." Corron, L.J., said that what was asked was obviously an interference with the ordinary course of things, because, as a general rule, a court could only exercise jurisdiction over those who were within its jurisdiction. If a British Act of Parliament gave the court jurisdiction, of course British subjects were bound by it. But, independently of statute, the court had no power to bring within its jurisdiction, so as to bind them by its orders, persons who were out of the jurisdiction. It was conceded that there was nothing in the Rules of 1883 which expressly enabled an originating summons to be served out of the jurisdiction, order 11 being the only order dealing with service out of the jurisdiction. His lordship was of opinion that the rules of order 11 were intended to form an exclusive code as to service out of the jurisdiction for the purpose of founding jurisdiction, and those rules applied to the service of writs of summons and to nothing else. It was said that rule 2 of order 72 preserved in force the old practice of the Court of Chancery when no other provision was made by the Rules of 1883. His lordship thought that other provision was made by the Rules of 1883, and, moreover, he thought that when the old practice depended on an

Act or on rules which were absolutely gone, it would be wrong to hold that rule 2 of order 72 applied. That rule applied only to the general practice of the court. Then it was said that the effect of rule 5 of order 67 was to place the service of an originating summons in the same position as that of a writ. But that rule merely dealt with personal service, and was not meant to introduce the extraordinary power as to service out of the jurisdiction, which was in terms given only in respect of writs of summons. It was said that the Act of William IV. still applied, by reason of the saving clause in the repealing Act of 1879. But, in his lordship's opinion, when the Rules of 1883 established a code as to the mode in which a British subject, who was not within the jurisdiction, was to be made liable as if he were within it, it would be wrong to hold that that statute was still in force. *Credits Gérendeu v. Van Weede* (L. R. 12 Q. B. D. 171, 28 SOLICITORS' JOURNAL, 291) and *Weidom v. Gounod* (L. R. 15 Q. B. D. 622, 29 SOLICITORS' JOURNAL, 639) were in conflict. In the former case leave was given to serve an interpleader summons out of the jurisdiction. But the decision was apparently founded on the fact that the service in such a case was only for the purpose of giving the person served notice of the proceedings. In *Weidom v. Gounod* the Divisional Court held that there was no jurisdiction to allow service of a summons for the appointment of a receiver on the defendant out of the jurisdiction, and A. L. Smith, J., pointed out that the question of jurisdiction under the rules was not raised in the former case. In the present case the plaintiff was seeking to bring within the power of the court a defendant who was resident in France. There were cases both ways as to the service out of the jurisdiction of petitions under the Trustee Relief Act. But in those cases the service would be only for the purpose of giving notice to the respondent, the fund being in the hands of the court, and it was not sought to exercise any jurisdiction against the respondent personally. In *Re Naylor* (28 L. T. N. S. 18) Wickens, V.C., refused to allow service of such a petition on a respondent in Ireland, and proceeded in her absence. The principle stated by Jessel, M.R., in *Re Maughan* (22 W. R. 748) was the right one—that, independently of statutory power, the court had no power to serve even a British subject who was resident abroad for the purpose of making him subject to its jurisdiction. Of course a British statute did not bind a foreigner. The application must be refused. The question of service out of the jurisdiction of summonses under the Winding-up Acts must be dealt with when it should arise. BOWEN, L.J., concurred. FAX, L.J., said that he regarded order 11 as now constituting the complete code as to service out of the jurisdiction.—COUNSEL, *Decimus Sturges*. SOLICITOR, *J. Fraser*.

HIGH COURT OF JUSTICE.

Re Lane, Deceased—Chitty, J., 1st March.

INFANT—APPOINTMENT OF GUARDIAN—PROPERTY OUT OF THE JURISDICTION.

This was an *ex parte* application made on behalf of an infant plaintiff in an action for the administration of the estate of a deceased testator, asking for the appointment of a guardian. The action was in the court of Pearson, J., and the application was made to Chitty, J., under the Judicature Act, 1881, s. 12. It was stated that the estate of the testator consisted in part of extensive fisheries in Jersey, and that these were in liquidation. A notice had been issued treating the plaintiff as a partner therein, and the object of the application was that the infant should be more effectually represented at a creditors' meeting in Jersey. The defendant resided in Jersey, and Pearson, J., had given leave to serve him there. It was also stated that the defendant had been appointed guardian of the infant by the Jersey court, but had an opposite interest to that of the infant. Counsel had been sent to Jersey, and had sent a telegram urging the advisability of the immediate appointment of an English guardian. CHITTY, J., made an order appointing a guardian for a period of fourteen days, or until further order, but directed that in the meantime an affidavit should be made by the solicitors that the application was a *bond fide* one, made in the interest of the infant and for no other purpose.—COUNSEL, *S. Dickinson*. SOLICITORS, *Gregory, Rowcliffes, & Co.*

Re Hopper's Trusts—Chitty, J., 27th February.

PRACTICE—PETITION—VESTING ORDER—SUPPLEMENTARY PETITION—TRUSTEE ACT, 1850, ss. 22, 35.

This was a petition for a vesting order. It appeared that on the 14th of November, 1885, an order was made upon a petition in the same matter, and between the same parties, for the appointment of new trustees and a vesting order. After the order had been drawn up, passed, and entered, it was found that some of the property to be affected had been omitted from the petition, and also that property mentioned in the petition had been omitted from the order. The Trustee Act, 1850, ss. 22, 35, was referred to. CHITTY, J., upon production of an affidavit stating the mistakes, and deeming the evidence on the original petition to be satisfactory, made the order as asked.—COUNSEL, *F. W. Maclean*.

Farquhar v. Young—Chitty, J., 28th February.

MORTGAGE—FORECLOSURE ACTION—FORECLOSURE JUDGMENT—DISCHARGE OF RECEIVER—ACCOUNT DISPENSED WITH.

This was a foreclosure action by a first mortgagee, in which a receiver had been appointed, and the usual foreclosure judgment *nisi* made. The plaintiff now moved for foreclosure absolute, and also that the receiver

might be discharged without passing his accounts; that his recognizances might be vacated, and that he might be directed to pay over any balance in his hands to the plaintiff. Notice of motion had been given to the mortgagor and second mortgagee, but neither appeared. CHITTY, J., after having been referred to the case of *Jenner-Fust v. Needham* (*ante*, p. 271), where Pearson, J., held that the receiver must pass his accounts, said that in most cases any objection by defendants in a foreclosure action on such a point must be of an unsubstantial character. In the case before him the defendants had raised no objection, for they had not appeared when served with notice of the motion. He should, therefore, make an order as asked, dispensing with an account; but if any difficulty should be raised by the registrar as to the vacating of the receiver's recognizances in the absence of the evidence afforded by an account, he directed that the account be passed.—COUNSEL, *John Henderson*. SOLICITORS, *Ross & Johnson*.

Re Bell, Carter v. Stadden—Kay, J., 1st March.

ADMINISTRATION—MORTGAGE OF INTEREST UNDER WILL—JUDGMENT CREDITOR—CHARGING ORDER—PRIORITY.

In this case the question arose whether a judgment creditor, by obtaining a charging order on a fund in court, thereby acquired priority over a previous mortgagee of the fund who had not done so. The testator in this action was, at the time of his death, a lunatic, and there was a sum of £10,000 in the hands of the Paymaster-General in the matter of the lunacy which belonged to him. He died on the 26th of August, 1879, having made a will under which George Mill was entitled to a share in the residue of his real and personal estate. On the 23rd of December, 1879, George Mill mortgaged this share to Mowatt, and notice of this mortgage was immediately given to the trustees. In 1880 this action was instituted for the administration of the testator's estate, and subsequently the £10,000 was transferred from the lunacy to the credit of this action. On the 22nd of January, 1881, William Stuart obtained judgment in the Common Pleas Division against George Mill, and on the 30th of May, 1883, he obtained a charging order *nisi* upon the share of George Mill in the money in court, which was made absolute by an order dated the 4th of August, 1883. Stuart now claimed priority over Mowatt, on the ground that the charging order was a stop order on the fund in court, and that Mowatt had not obtained any stop order. The case was heard in chambers without counsel. KAY, J., now gave judgment in court. His lordship said that it had been decided in many cases, of which he need only refer to *Beavan v. Earl of Oxford* (4 W. R. 275, 6 De G. M. & G. 507), *Scott v. Lord Hastings* (4 K. & J. 633), and *Haly v. Barry* (16 W. R. 654, L. R. 3 Ch. 457), that a charging order only effected a charge upon such interest as the debtor had in the property at the time of the order *nisi*. A judgment creditor was not in the position of a mortgagee; he simply took under his process such interest as the debtor might happen to have: *Whitworth v. Gaugain* (1 P. 728). He was subject to all prior charges, legal and equitable, whether he knew of them or not, and could not, by a charging order, obtain priority over them. His lordship was, therefore, of opinion that the charge obtained was subject to the previous mortgage to Mowatt. His lordship had been informed that a stop order could not be obtained upon a fund which was in the hands of the Paymaster-General in the matter of a lunatic. However, if this was so, Mowatt might have obtained a stop order when the fund was transferred into chancery. His judgment did not depend at all upon this circumstance, but on the broad ground that a judgment creditor could not, by obtaining a charging order, acquire priority over a previous mortgage.—SOLICITORS, *Alfred Hicks & Arnold*; *Pemberton & Garth*.

STANHOPE v. STANHOPE AND ADYE—P. D. & A. Div., 2nd March.

DIVORCE—DECREE *Nisi*—DEATH OF PETITIONER BEFORE DECREE MADE ABSOLUTE—INTERVENTION TO MAKE DECREE ABSOLUTE.

This was an application by the executor of a deceased petitioner for leave to intervene to make absolute a decree for dissolution of marriage. The petitioner obtained a decree *nisi* in May, 1883, but he died about two months afterwards, and the respondent had since been married to the co-respondent. The respondent afterwards claimed to take an interest under the will of the late Earl of Harrington, the father of the petitioner. This will was the subject of litigation in the Chancery Division, and CHITTY, J., had recently decided that the respondent, as the widow of the petitioner, was entitled to a life interest in a sum of £15,000. The present application was by the brother and executor of the deceased for leave to intervene and make the decree absolute, notwithstanding the death of the petitioner since the decree *nisi* was pronounced. It was argued that the suit had not abated on the petitioner's death, but that it continued to exist for several purposes, as, for instance, to enable the executors of a deceased petitioner to recover costs. The judgment of Lord Cairns in *Prole v. Soady* (16 W. R. 445, L. R. 3 Ch. 220) was relied upon as shewing that the dissolution of a marriage takes effect from the decree *nisi*, and *Belsham v. Percival* (2 Cooper, 176) and *Ling v. Ling and Croker* (6 W. R. 736, 4 S. & T. 99) were also referred to. On behalf of the respondent it was argued that the right to have a decree *nisi* made absolute was a personal right, and was not exercisable after the petitioner's death, and *Grant v. Grant, Rowles, and Pattison* (2 S. & T. 522) was referred to as having decided that the petitioner's death before the decree was made absolute was a bar to an intervention by any other person. *Ousey v. Ousey and Atkinson* (24 W. R. 436, L. R. 1 P. D. 56) and *Halpin v. Boddington* (29 W. R. 444, L. R. 6 P. D. 13) shewed that the petitioner was not obliged to have his decree made absolute, and *Brooks v. Brooks* (2 S. & T. 383) shewed

that a suit abated in the analogous case of the death of a respondent. HANNEN, P., said that *Grant v. Grant, Rowles, and Pattison* was undistinguishable as an authority against the present application. The right of having the decree made absolute was a personal one, and in many instances petitioners had abstained from availing themselves of this right, and, therefore, if the petitioner died after obtaining a decree *nisi*, and before it could be made absolute, all the proceedings taken to dissolve the marriage were at an end. In *Prole v. Soady*, Lord Cairns had merely decided that the decree absolute takes effect from the date of the decree *nisi*. With regard to the argument as to the recovery of costs by the representatives of a deceased petitioner, the right to recover costs was suspended until the expiration of the time required for making the decree absolute, because the effect of an intervention during that interval might put an end to the petitioner's right to the costs; but, in the event of the petitioner's death, the costs were payable on the principle that before his death there was a subsisting order for the payment of money. The application must be refused, with costs.—COUNSEL, Sir W. G. F. Phillimore and Deans; Middleton. SOLICITORS, *Hastie & Crawford*; *Lewis & Lewis*.

Ex parte TARTT—P. D. & A. Div., 23rd February.

DIVORCE—PETITION—SIGNATURE—VERIFICATION—AFFIDAVIT—ABSENCE OF PETITIONER.

This was an application for leave to file a petition for dissolution of marriage without the signature and affidavit of the petitioner, under the following circumstances:—The applicant was in the service of the Euphrates and Tigris Navigation Company, and was resident at Bagdad. Since leaving England he had been informed that his wife had been guilty of adultery, and had authorized his father to take the necessary steps on his behalf in order to obtain a decree for a divorce. It was suggested that the postal communication with Bagdad was uncertain, and it was asked that the petition might be verified by the father's affidavit, the petitioner's own affidavit to be filed as soon as it could be obtained from Bagdad. *Bruce v. Bruce and Laing* (29 W. R. 474, L. R. 6 P. D. 16) was relied upon as an authority in support of the application. BUTT, J., said that *Bruce v. Bruce and Laing* was distinguishable. In that case the applicant was a surgeon-major engaged in active military service in Afghanistan, and could not leave his post, and there was no British consul within reach. In the present case the only evil to be apprehended was a slight delay, and therefore he must refuse the application.—COUNSEL, C. A. Middleton. SOLICITOR, R. Kent.

CASES AFFECTING SOLICITORS.

Re MESSRS. COOKSON, WAINEWRIGHT, & PENNINGTON—Kay, J., 27th February.

APPLICATION FOR TAXATION—"THIRD PARTIES"—EMPLOYMENT AS SOLICITOR.

This was a summons taken out on behalf of Messrs. Cassell, Petter, & Galpin to tax a bill of costs of Messrs. Cookson & Co. Messrs. Cassell & Co. held from St. Thomas's Hospital some property, used by them as printing works, under a lease, containing a covenant not to assign or underlet without the consent of the lessors, and also providing that all assignments and underleases should be prepared by the clerk to the hospital; but not providing for the payment of the costs of the clerk by the lessees. Messrs. Cassell & Co., being desirous of granting underleases of the property, Messrs. Ashurst & Co., their solicitors, wrote a letter to Mr. Wainewright, the clerk to the hospital, enclosing a draft form of underlease, adding, "which you will no doubt treat as instructions for the drafts to be drawn up by you." This letter was answered, not by Mr. Wainewright, but by the firm of solicitors of which he was a member—Messrs. Cookson, Wainewright & Co.—and they pointed out the necessity under the lease for the licence of the hospital to underlet being obtained. Considerable correspondence ensued. The draft enclosed by Messrs. Ashurst & Co. was copied in the office of Messrs. Cookson & Co., and that firm attended the completion of the underleases, when they produced the licence of the hospital. Messrs. Cookson & Co. sought to charge for "preparing, settling, and completing" the underleases under the scale established under the Solicitors' Remuneration Act, 1881, their bill under that scale amounting to £305. The applicants then took out this summons, asking that the bill should be taxed on the footing that the old scale of charges was applicable, and not the *ad valorem* scale; and it was stated that under the old scale the charge would have been under £50. In argument it was urged that this was just one of the cases to which the *ad valorem* scale was meant to apply, as the solicitors here would be compensated for the small charges, far beneath the old remuneration, which they would be able to make in the case of small properties belonging to the hospital. The summons, however, proved abortive, so far as the decision of this point was concerned. KAY, J., held he had no jurisdiction to decide the point raised on the summons under the present circumstances. Messrs. Cassell & Co. were under no liability to pay the costs of the clerk to the hospital under any provision in the lease. They were, therefore, not "third parties" under the Solicitors' Act; neither did he consider that the letter referring to the draft as "instructions" was intended as "instructions" to Messrs. Cookson & Co. It was, in fact, not written to them, but to Mr. Wainewright, a partner in the firm, but written to him, evidently, not in his character of a partner in the firm, but as the clerk to St. Thomas's Hospital. Even had it been written to him with the object of employing Mr. Wainewright to attend to Messrs. Cassell & Co.'s interests

with respect to the preparation and completion of the underleases, it would have been impossible for him to accept a character which would have clashed with his duties as clerk to the hospital. The relationship of solicitor and client had not, therefore, been created by direct employment. He must dismiss the summons in the usual way, with costs.—COUNSEL, H. Davey, Q.C., S.G., and Kirby; Hastings, Q.C., and Fellowes. SOLICITORS, Ashurst, Morris, & Co.; Cookson, Wainewright, & Pennington.

PARRY v. PARRY—C. A. No. 2, 26th February.

SOLICITOR—COSTS—CHANGE OF SOLICITORS PENDING APPEAL.

In this case there had been a change of the solicitors of the appellant pending the appeal, and notice of the change had been served on the former solicitors only on the morning of the day on which the appeal came on for hearing. When the appeal was called on, counsel, who had been instructed on behalf of the appellant by the new solicitors, asked leave to withdraw the appeal. The application was opposed by counsel who had been instructed by the former solicitors, and who were still the solicitors on the record, on the ground that some provision ought to be made for their costs. COTTON, L.J., said that the court could only dismiss the appeal, and though the position of the former solicitors was unfortunate, the court could not do more than state the circumstances under which the appeal was dismissed. The appeal had been set down many months ago, and would actually have come on for hearing three weeks ago but for an adjournment which was allowed on account of the illness of one of the counsel engaged. The change of solicitors had taken place at the last moment, and the new solicitors having been instructed to get the appeal dismissed, no provision could be made for the costs of the former solicitors, who had been the solicitors on the record up to the last moment. The order must be simply to dismiss the appeal. BOWEN and FRY, L.J.J., concurred.—COUNSEL, Middleton; Searle; Sir James Deane, Q.C., and Bargrave Deane. SOLICITORS, Gregory, Rowcliffes, & Co.; W. H. F. Brooks.

ELECTION CASES.

HITCHIN COUNTY COURT.

(Before Judge BAGSHAWE, Q.C.)

Jan. 5; Feb. 8.—*Election for the Hitchin Division of Hertfordshire.*

This was a sitting for taxation of the returning officer's charges. Mr. Fordham, the unsuccessful candidate, at whose instance the taxation was made, appeared in person. The amount of the bill presented by Mr. Longmore, who acted as returning officer, was £606 7s. 2d., half of which was claimed from each candidate.

The charge of £2 for travelling expenses for the under-sheriff and clerk from Hertford to Hitchin and back (twenty miles each way) on the occasion of the nomination was reduced to £1 12s.; a like reduction was made in the charge for travelling from Hertford to Hitchin, on the declaration of the poll, and back.

As to the charge of £27 6s. for twenty-six ballot boxes, Mr. Fordham said the candidates were charged £1 1s. for each box, while it appeared that the sheriff only paid £1 each for them.

Mr. Longmore explained that the boxes cost £1 each at Hertford, and that he had to incur the expense of conveying them to and from Hertford. He put the cost of doing so at £1. each.

The item was allowed.

The next item, £13 for stationery, was, Mr. Fordham said, the maximum charge.

Mr. Longmore urged that the charge was reasonable. In answer to a remark by the judge, he said stationery had been supplied from his own office for which he had no vouchers.

The JUDGE said, if necessary, he must have an affidavit of that; if he had this he would not consider that a written voucher was needed. Five shillings, he added, would go a long way in stationery.

Mr. Longmore said he paid Messrs. Shaw & Son 5s. for each box in respect of what they called "Presiding Officer's Sundries." In addition to that he had to pay for the conveyances of the boxes with these sundries to Hertford and to Hitchin. He had also to supply a large number of forms. He allowed forms for illiterate voters to the extent of twenty-five per cent., but in some places there were found not to be enough, and they had to send for more. He had also to provide copies of the New Testament.

The objection was withdrawn, and the item allowed.

Mr. Fordham did not object to the charge of £16 10s. for printing ballot papers, nor to the charge of £15 for thirty stamping instruments. Twelve shillings for the use of the reading room at Hitchin for the nomination, and £3 paid to the clerk of the peace for registers, were also allowed without opposition.

The item for the fees and expenses of the presiding officers and poll clerks came to £230 4s. This included the conveyance of the ballot boxes to the place of election.

Mr. Longmore said it was difficult to get suitable presiding officers living near the polling stations. Wherever he could he got solicitors, and sometimes barristers, to perform the duties. They had in many cases to go over night, and they had on the night of the polling to bring the ballot boxes to Hitchin, the place of election. In many cases they were away from home two nights.

The JUDGE: In all cases the maximum fee is charged; that, I presume, there is no objection to.

The sums charged for mileage were objected to.

The JUDGE said the principle he would go upon was this—the presiding officer and the polling clerk were entitled to charge the actual mileage, which would cover hotel charges.

Mr. Fordham: I suggest that in some cases it was extravagance to bring men from London.

The JUDGE: I think I must leave that to the discretion of the returning officer. I cannot assume that he is able to get competent presiding officers without going to London. The same principle will apply to the clerks. It is not likely that their expenses would have come materially under 1s. a mile.

Mr. Fordham: Then there is the question whether the mileage should be both ways.

Mr. Longmore: The Act does not say that the mileage shall be charged for one way only, and I submit it means the actual distance travelled.

The JUDGE was of the same opinion, and the item was allowed.

The charge of £43 "for professional and other assistance in and about the conduct of the election" came up for consideration.

Mr. Fordham said that charge should merely represent payments out of pocket in respect of counsel's opinion and the like.

The JUDGE said he must have some detailed information about the item.

Mr. Longmore said he had been engaged for a very long time in making the arrangements for the election and he had had a great deal of correspondence on the subject. £43 was the sum allowed by scale, and he believed he was entitled to charge it.

The JUDGE: It is in the nature of a bill of costs and must be made out in detail.

Ultimately, however, the item was allowed by consent.

An objection was made by Mr. Fordham to the charge of £190 13s. 2d. "for hire and fitting up of polling stations and expenses connected therewith."

Mr. Andrews, the contractor who had prepared the polling stations, gave evidence as to his having paid the several items named in the account. He had charged a guinea a day for his time as architect in visiting the polling places to fix upon the stations.

The JUDGE said he must allow Mr. Andrews what the returning officer would have had to pay any other tradesman. He allowed a guinea a day.

The chief question arose as to the charges for ballot screens, seventy-two of which were used in the division at the various polling places. For each of them £1 5s. was charged, and this, Mr. Fordham contended, was unnecessarily large, urging that a cheaper form of screen would have answered equally well. After evidence had been given as to the rates at which screens could be made, Mr. Longmore said he had thought it better to employ a man who was acquainted with what was required than give the work to anyone who gave the lowest tender. He had employed Mr. Andrews to do the whole thing.

The JUDGE said he thought the returning officer should take the trouble to ascertain the lowest charge by means of tenders.

In the course of further evidence, Mr. Longmore said that Messrs. Shaw & Sons, a London firm, made screens for £1 1s. each, without carriage, but if he had obtained the screens from them he should not have had Mr. Andrews' assistance in the other work. It would be necessary, if he went to Messrs. Shaw, to give them notice more than a month beforehand, and he could not act before he received notice of the election.

The JUDGE said he would allow £1 2s.

Certain small reductions were made in other items, the total reduction on the bill being £4 10s. 8d.

Mr. Fordham asked the judge to hold that the amount taxed off be taken off the moiety of the bill payable by him.

The JUDGE said the reduction must be from the whole bill.

SOCIETIES.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 4th of March, the following being present—viz., Mr. Boodle (chairman), and Messrs. Desborough, jun., Lucas, Styan, Sidney Smith, and A. B. Carpenter (secretary)—the ordinary general business was transacted.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the preliminary examination held on the 10th and 11th of March:—

Richard Sowton Barrow, William Abraham Wilberforce Bartlett, Samuel Peter Bevan, George William Biddle, William Arthur Board, Bertrand William Bond, Bedford Brown-Constable, Septimus Bruton, Howard Douglas Burn, John Gordon Cameron, Percy Harlakenden Cawardine, Osbert Arthur Cayley, Edgar Francis Church, Henry William Clarkson, Hugh Herron Cockerton, Nathan Mandelson Cohen, William

John Collyer, Arthur Coveney, William Arthur Crossfield, John Davies, William Richards Davies, Herbert Arthur Dickins, Alfred Dixon, Thomas Henry Crute Dunn, Frank Ernest Eaton, Claude Bertram Ellis, Cuthbert Frederic Ellis, Walter Rice Evans, Alfred Stanley Fawcett, William Claude Fawcett, Frederick Sayer Flint, Hubert Spencer Gee, John Sydney Glynes, Walter Francis Halstead, Laurence Jackson Harrison, Robert George Harrison, Thomas Hartley, Arthur Woodall Heaton, Arthur Frederick Alexander Hollings, Frederick Flowers Hopwood, John Gibbon How, Thomas Hughes, Samuel Martin Hurd, Edward McDonald Caunter Jackson, Harry Jackson, George Francis James, John Edward Jeremy, Archibald Pulteney Johnstone, Arthur Richard Vernon Jones, John Thomas Jones, William Hudson Jones, Arthur Trowbridge Keeling, William Pearson Legeder, William Robert Francis Liveing, Robert Lachlan Love, Robert Octavius Lupton, Reginald Duncan Mackenzie, William Marshall, Ernest Millican, George William Milnes, Ernest Moore, John Henry Mossop, John Robert Murdin, Francis Murray, Arthur Peel Nash, John Herbert Noyes, John Hollier O'Neill, Walter Payne, John Robert Park, John Wilson Paton, Dudley Moore Paul, Herbert Edward Pettengill, William John Pickin, William Roland Plews, William Ernest Pollard, Thomas Frederick Pountney, Alfred Booth Richardson, Albert Osborne Richardson, Elias Roberts, James Augustus Rooth, Alexander Morrison Rose, Frederick Adolphus George Rowe, Frederick Russell, Thomas Bell Rutherford, Frederic William Reid Sale, Ernest Albert Salt, Ernest Henry Saunders, Percival George Saunders, Henry Faulkner Simpson, Thomas Hedley Smirk, Josiah Smith, Reginald Colclough Somers, Thomas Williams Davidson Spence, Ernest Stanier, Louis Edward Staynes, Lauriston Thomas Steel, George Ralph Herbert Stringer, Stanley Stroud, Henry Patrick Surtees, Sidney Charles Taunton, Alfred Henry Thompson, Fred Thompson, Geoffrey Ward Thompson, Francis Guy Delaval Thoroton, Albert Edward Timbrell, Frederick Hugh Toller, Claude Henry Trevor-Roper, Robert Peers Fenn Tweed, Charles Louis Vanderpump, Albert William Joseph Walker, Francis Walmsley, Isaac Watkin, Frederick Alfred Warren, Joseph Waugh, Edward John Welman, George Charles Wells, Thomas Henry Willett, Frank Williams, James Moffatt Wilson, and Robert Percival Wood.

Candidates, 153; passed, 120.

UNITED LAW STUDENTS' SOCIETY.

The annual dinner was held on Wednesday last at the Holborn Restaurant, Sir Richard Webster, Q.C., M.P., in the chair. The chairman, in proposing the health of the society, referred to the great want, some twenty years ago, of societies of this description, and warmly praised the good work the society was now doing. At the same time, new members were always required to keep a society vigorous, and recruiting must not be neglected. Mr. Lockwood, in responding for the bar to the health of the legal profession, said he was most interested in the health of solicitors. Some good songs and a recitation were given during the evening, which was a very enjoyable one.

PRESTON LAW DEBATING SOCIETY.

At the sixth general meeting of this society for the present session, held on the 26th ult., the chair was occupied by Edwin Dean, Esq., solicitor, and there was a very good attendance. Six legal queries, propounded by Messrs. J. Bell, W. Bramwell, A. Bush, and J. J. Rawsthorn, having been discussed, an argument took place on the following suppositional case:—"A. is the owner of a tiger, which is properly secured. Owing to the act of God, the animal gets loose, and injures B. Can B. sue A. for damages?" Messrs. J. J. Rawsthorn, J. G. Kent, A. W. Ladymann, and W. T. Smith all argued in favour of the affirmative, the plaintiff's case; and Messrs. W. Bramwell, J. Bell, and H. Whiteside upheld the negative contention, that of the defendant. The leaders on each side having respectively exercised their rights of reply, the learned chairman summed up the arguments deduced *pro et con*, and elucidated the law affecting the point at issue. He then put the question to the meeting, when it was decided for the affirmative by a majority of nine votes.

LEGAL APPOINTMENTS.

Mr. JOHN BIDLACE, solicitor, of Wellington, has been elected Coroner for the Wellington Division of Shropshire. Mr. Bidlake was admitted a solicitor in 1860.

Mr. JOHN COODE, solicitor (of the firm of Coode, Shilson, & Coode), of St. Austell, has been appointed, by the high sheriff of Cornwall (Mr. Charles Ebenezer Treffry), to be Under-Sheriff of that county for the ensuing year. Mr. Coode was admitted a solicitor in 1854.

Mr. JOHN STRATFORD DUGDALE, Q.C., has been appointed Chancellor of the Diocese of Worcester, in succession to the late Mr. Philip Henry Pepys. Mr. Dugdale is the second son of Mr. William Stratford Dugdale, of Merevale Hall, Warwickshire, and was born in 1835. He was educated at Eton, and at Merton College, Oxford. He was called to the bar at the Inner Temple in Trinity Term, 1862. He became a Queen's Counsel in 1882, and he practises on the Midland Circuit, and at the Parliamentary Bar. Mr. Dugdale was recorder of Grantham from 1874 till 1877, when he was appointed recorder of Birmingham. He is a magistrate and chairman of quarter sessions for Warwickshire.

Mr. T.
street, Lo
the Supre

Mr. W.
been app
of Judica

Mr. B.
been elec
Councell.
solicitor
of Middle

HARRY
(Tilly &
41, Chu
Commer
respectiv

ANDRE
(Timbre
The said
business

JOHN L.
(Hawke
The busi
ward al

The A
Thursda

The A
Circuit
General
Temple

In the
Mr. Le
for a su
Courts,
taken i

A lan
of Indi
high co
prevent
Burma
petitio

The
followi
Courts
in the
messen
'Cour
'Lond
or Chi
officer

At t
young
sued
for ill
for Ha
order.
day, v
but u
Scarg
24 Ge
Sunda
Georg
as do
did no
ment

Mon.
Tues.
Wed.
Thur

Frida

Mr. T. W. SMITH, solicitor, of St. Helen's Chambers, 34, Bishopsgate-street, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WILLIAM ALFRED BILNEY, solicitor, of 13A, Salisbury-square, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. BLOMFIELD BURNELL, solicitor, of 10, Fenchurch-buildings, has been elected Chairman of the Tithe Committee in the Court of Common Council. Mr. Burnell is deputy for Aldgate Ward. He was admitted a solicitor in 1835, and he is clerk to the magistrates for the Tower Division of Middlesex.

DISSOLUTIONS OF PARTNERSHIPS.

HARRY TILLY and WILSON LLOYD FOX, solicitors and notaries public (Tilly & Co.), Falmouth. Dec. 31. The said Harry Tilly will practise at 41, Church-street, Falmouth; and the said Wilson Lloyd Fox at the Commercial-chambers, Arwenack-street, Falmouth, in their own names respectively.

ANDREW WILLIAM TIMBRELL and ARTHUR WESTBROOK, solicitors (Timbrell & Westbrook), 44, King William-street, London. Jan. 30. The said Andrew William Timbrell will in future alone carry on the business at the above address.

JOHN HAWKES WOODWARD and HENRY WILLOUGHBY SMALLWOOD, solicitors (Hawkes Woodward & Smallwood), Birmingham and Knowle. Feb. 22. The business will in future be carried on by the said John Hawkes Woodward alone in his own name.

[*Gazette*, Feb. 26.]

LEGAL NEWS.

The Attorney-General and Solicitor-General were to be knighted on Thursday last.

The Attorney-General has been invited by the members of the Northern Circuit to a dinner in celebration of his recent appointment as Attorney-General, which will be held, by permission of the benchers, in the Inner Temple Hall on Saturday, March 27.

In the House of Commons, on the 26th ult., in answer to Mr. A. O'Connor, Mr. Leveson Gower said it is intended, in the coming estimates, to ask for a sum of £400 for the electric lighting of the Bar Library in the Law Courts, and, as soon as the money is granted, the work will at once be taken in hand.

A large deputation of advocates presented a memorial to the Viceroy of India at the Durbar held at Rangoon on the 24th ult., asking that a high court might be established, and protesting against the attempt to prevent advocates from appearing for prisoners in criminal cases in Upper Burmah. Lord Dufferin is stated to have favourably received their petition.

The superintendent of the Royal Courts of Justice has issued the following notice respecting the transmission of telegrams to the Royal Courts of Justice:—“Telegrams will be wired direct to the office, No. 605, in the Royal Courts of Justice, and will be delivered therefrom by a messenger into the rooms indicated. The surname, number of room, and ‘Courts Justice’ will be the recognized address for all town messages, ‘London’ being added if sent from a country district. No title, initials, or Christian name will be necessary, except only the latter where two officers of the same name occupy one room.”

At the Luton County Court, on the 25th ult., before Judge Whigham, a young man named James Hardwicke, employed in the local straw trade, sued Head Constable Jaquest and Police-sergeant King for £10 damages for illegal arrest. The head constable told King to execute a warrant for Hardwicke’s arrest for non-payment of £2 17s. 10d. under bastardy order. He was apprehended on a Sunday evening, locked up till Tuesday, when the magistrates allowed time for payment and liberated him, but ultimately plaintiff was committed to prison for non-payment. Mr. Scargill, for the defendants, took technical objection to the action under 24 Geo. 2, s. 6; but his Honour ruled that the Statute of Charles II. (the Sunday Observance Act) overlapped that enactment, so the Statute of George II. did not apply. It was also said that the police had acted just as do the superintendents in all the large towns. His Honour said that did not override the Act; the police had made a mistake. He gave judgment for five guineas, but said he would grant a case on the legal point.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	V. C. BACON.	Mr. Justice KAY.
Mon., Mar. 8	Mr. Pugh;	Mr. Jackson	Mr. Leach	Mr. Clowes
Tuesday ... 9	Lavie	Carrington	Beal	Koe
Wed. 10	Beal	Jackson	Leach	Clowes
Thur. 11	Leach	Carrington	Beal	Koe
Friday 12	King	Jackson	Leach	Clowes
Saturday .. 13	Farrer	Carrington	Beal	Koe

	Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PEARSON.
Monday, Mar. 8	Mr. Lavie	Mr. Farrer	Mr. Ward
Tuesday 9	Pugh	King	Pemberton
Wednesday ... 10	Lavie	Farrer	Ward
Thursday 11	Pugh	King	Pemberton
Friday 12	Lavie	Farrer	Ward
Saturday ... 13	Pugh	King	Pemberton

HILARY Sittings, 1886.

HIGH COURT OF JUSTICE. CHANCERY DIVISION.

Chancery Court, I. V.C. SIR JAMES BACON.

Mon., Mar. 8	General paper.	Chancery Court, III. Mr. Justice CHITTY.
Tuesday ... 9	General paper.	Mon., Mar. 8 Fur cons & non wit list
Wednesday ... 10	General paper.	Tuesday ... 9 Causes with wits (9th wk)
Thursday ... 11	Mots. adj. sums. & gen. pa.	Wednesday ... 10 Causes with wits (10th wk)
Friday 12	Mots. adj. sums. & gen. pa.	Thursday ... 11 Mots. & non wit list
Saturday ... 13	Mots. adj. causes. & gen. pa.	Friday 12 Mots. & non wit list
Monday ... 14	General paper	Saturday ... 13 Mots. adj. sums. & gen. pa.
Tuesday ... 15	General paper	Sunday ... 14 Mots. adj. sums. & gen. pa.
Wednesday ... 16	General paper	Monday ... 15 Mots. adj. sums. & gen. pa.
Thursday ... 17	General paper	Tuesday ... 16 Mots. adj. sums. & gen. pa.
Friday 18	General paper	Wednesday ... 17 Mots. adj. sums. & gen. pa.
Saturday ... 19	General paper	Thursday ... 18 Mots. adj. sums. & gen. pa.
Monday ... 20	General paper	Friday 19 Mots. adj. sums. & gen. pa.
Tuesday ... 21	General paper	Saturday ... 20 Mots. adj. sums. & gen. pa.
Wednesday ... 22	General paper	Sunday ... 21 Mots. adj. sums. & gen. pa.
Thursday ... 23	General paper	Monday ... 22 Mots. adj. sums. & gen. pa.
Friday 24	General paper	Tuesday ... 23 Non wit list (11th wk)
Saturday ... 25	General paper	Wednesday ... 24 Non wit list (12th wk)
Monday ... 26	Mots. adj. sums. and gen. pa.	Thursday ... 25 Non wit list (13th wk)
Tuesday ... 27	Mots. adj. causes. & gen. pa.	Friday 26 Mots. & non wit list
Wednesday ... 28	Mots. adj. sums. & gen. pa.	Saturday ... 27 Mots. adj. sums. & gen. pa.
Thursday ... 29	Mots. adj. sums. & gen. pa.	Sunday ... 28 Mots. adj. sums. & gen. pa.
Friday 30	Mots. adj. causes. & gen. pa.	Monday ... 29 Mots. adj. sums. & gen. pa.
Saturday ... 31	General paper	Tuesday ... 30 Mots. adj. sums. & gen. pa.
Monday ... 1	General paper	Wednesday ... 31 Mots. adj. sums. & gen. pa.
Tuesday ... 2	General paper	Thursday ... 1 Non wit list (14th wk)
Wednesday ... 3	General paper	Friday 2 Motions & non wit list
Thursday ... 4	General paper	Saturday ... 3 Mots. adj. sums. & gen. pa.
Friday 5	General paper	Sunday ... 4 Mots. adj. sums. & gen. pa.
Saturday ... 6	General paper	Monday ... 5 Mots. adj. sums. & gen. pa.
Monday ... 7	General paper	Tuesday ... 6 Mots. adj. sums. & gen. pa.
Tuesday ... 8	General paper	Wednesday ... 7 Mots. adj. sums. & gen. pa.
Wednesday ... 9	General paper	Thursday ... 8 Mots. adj. sums. & gen. pa.
Thursday ... 10	General paper	Friday 9 Motions and non wit list
Friday 11	General paper	Saturday ... 10 Mots. adj. sums. & gen. pa.
Saturday ... 12	General paper	Sunday ... 11 Motions and non wit list
Monday ... 13	General paper	Monday ... 12 Mots. adj. sums. & gen. pa.
Tuesday ... 14	General paper	Tuesday ... 13 Mots. adj. sums. & gen. pa.
Wednesday ... 15	General paper	Wednesday ... 14 Non wit list (14th wk)
Thursday ... 16	General paper	Thursday ... 15 Motions and non wit list
Friday 17	General paper	Saturday ... 16 Mots. adj. sums. & gen. pa.
Saturday ... 18	General paper	Sunday ... 17 Motions and non wit list
Monday ... 19	General paper	Monday ... 18 Mots. adj. sums. & gen. pa.
Tuesday ... 20	General paper	Tuesday ... 19 Mots. adj. sums. & gen. pa.
Wednesday ... 21	Moms. adj. sums. & gen. pa.	Wednesday ... 20 Remaining mits and non wit list

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge’s officer the day before the cause is to be put into the paper.	Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge’s officer the day before the cause is to be put into the paper.
Chancery Court, IV. Mr. Justice KAY.	Chancery Court, II. Mr. Justice NORTH.
Mon., Mar. 8	General paper
Tuesday ... 9	General paper
Wednesday ... 10	Sitting in chambers
Thursday ... 11	Mots. adj. sums. & gen. pa.
Friday 12	Sitting in chambers
Saturday ... 13	Sat. caus., pett., adj. sums. & gen. pa.
Monday ... 14	General paper
Tuesday ... 15	General paper
Wednesday ... 16	General paper
Thursday ... 17	General paper
Friday 18	General paper
Saturday ... 19	General paper
Monday ... 20	General paper
Tuesday ... 21	General paper
Wednesday ... 22	General paper
Thursday ... 23	General paper
Friday 24	General paper
Saturday ... 25	Mots. adj. sums. & gen. pa.
Monday ... 26	Sitting in chambers
Tuesday ... 27	Short cause, pett., adj. sums. & gen. pa.
Wednesday ... 28	General paper
Thursday ... 29	General paper
Friday 30	General paper
Saturday ... 31	General paper
Monday ... 1	General paper
Tuesday ... 2	General paper
Wednesday ... 3	General paper
Thursday ... 4	General paper
Friday 5	General paper
Saturday ... 6	General paper
Monday ... 7	General paper
Tuesday ... 8	General paper
Wednesday ... 9	General paper
Thursday ... 10	General paper
Friday 11	General paper
Saturday ... 12	General paper
Monday ... 13	General paper
Tuesday ... 14	General paper
Wednesday ... 15	Mots. adj. sums. & gen. pa.
Thursday ... 16	Sitting in chambers
Friday 17	Sat. caus., pett., adj. sums. & gen. pa.
Saturday ... 18	General paper
Monday ... 19	General paper
Tuesday ... 20	General paper
Wednesday ... 21	Mots. adj. sums. & gen. pa.

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge’s officer the day before the cause is to be put into the paper.	Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge’s officer the day before the cause is to be put into the paper.
Lord Chancellor’s Court. Mr. Justice PEARSON.	Lord Chancellor’s Court. Mr. Justice PEARSON.
Mon., Mar. 8	General paper
Tuesday ... 9	General paper
Wednesday ... 10	General paper
Thursday ... 11	General paper

Friday ... 12. Motions & adj. sums.
Saturday ... 13. Sht. caus., pet. adj. sums.
Monday ... 15.
Tues. ... 16. General paper.
Wed. ... 17.
Thursday ... 18.
Friday ... 19. Motions & adj. sums.
Saturday ... 20. Sht. caus., petns, adj. sums.
Mon. ... 21.
Tu.ady. ... 22. General paper.
We-dnyday ... 24.
Thursday ... 25.
Friday ... 26. Motions & adj. sums.
Sat. ... 27. Sht. caus., petns, adj. sums.
Mond. ... 28.
The dy. ... 29. General paper.
Wednesday ... 31.
Thur. April 1.
Friday ... 2. Motions & adj. sums.
Saturday ... 3. Sht. caus., petns, adj. sums.

Monday ... 5.
Tuesday ... 6. General Paper
Wed. ... 7.
Thursday ... 8.
Friday ... 9. Mts and adj. sums.
Sat. ... 10. Sht. caus., pet. & adj. sums.
Monday ... 11.
Tuesday ... 12.
Wednesday ... 13. General paper
Thursday ... 14.
Friday ... 15. Mts and adj. sums.
Saturday ... 16. Sht. caus., pet. & adj. sums.
Monday ... 17.
Tuesday ... 18.
Wednesday ... 19. Mts and adj. sums.
Any cause intended to be heard as a short cause must be so marked in the cause-book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put in the paper.

GOWE, EDWARD, Pembury, Kent, Gent. March 25. Cripps and Son, Tunbridge Wells
GRINDBOD, HARRIET, Top-o'-th'-Wood, Birtle, nr Heywood, Lancaster. May 15. Whitaker, Lancaster place, Strand
HEATHCOOTE, ELIZABETH, Hope, Derby. March 13. Bagshawe and Hall, Sheffield
HEPWORTH, GEORGE, Rastock, York, Yeast Dealer. March 17. Ayrton, Bridgehouse

KNOX, ANDRE BLASINI, Whitby, York, Esq. April 17. Lee and Pemberton, Lincoln's Inn fields
LANGTON, ARTHUR, Folkestone, Kent, Brewer. March 31. Stebbing, Maidstone
LINES, SAMUEL GEORGE, Francis st, Stratford, Engineer. April 1. Farlow and Jackson, St Benet's place, Gracechurch st
MARTIN, CECILIA GEORGIANA, Brighton. March 31. Colmore, Birmingham
MARTIN, SUSAN, Little Ravelley, Huntingdon. March 22. Hunnibus and Sons, Huntingdon
MASON, ISABELLA, Harrogate, York. March 12. Hirst and Capes, Harrogate
MASON, JOHN, Bilton, Stafford, Solicitor. April 1. Rowley and Chatwin, Birmingham

MORTON, WILLIAM, Stockton on Tees, Engineer. April 24. Taylor, Birmingham
PROSSER, WALTER, Sparkhill, near Birmingham, Gent. April 24. Taylor, Birmingham

RAMSDEN, ELIZABETH, Manningham, Bradford, York. March 19. Greaves and Taylor, Bradford

RICHMOND, GEORGE, Plymouth, Coach Builder. March 25. Greenway and Son, Plymouth

SANDON, JOHN, Wishaw, Warwick, Innkeeper. March 15. Foster, Birmingham

SAUNDERS, PHINE, Newport, Isle of Wight. March 31. Eldridge and Sons, Newport

SAVAGE, THOMAS, Liverpool, Coal Merchant. March 5. Lynch and Teebay, Liverpool

SHARP, WILLIAM, Canterbury, Gent. March 24. Furley, Canterbury

SORRELL, ELEA, Great Badde, Essex. March 10. Hadley, Great Eastern rd, Stratford

SOUTHWELL, JANE, King's Lynn, Norfolk. March 6. Southwell, Wisbech

WOOL, BARNETT, Liverpool, Cabinet Maker. April 1. Roger Dent and Co, Liverpool

WOTTON, HENRY, Notting Hill ter, Doctor of Medicine. March 31. Gregory and Co, Bedford row

[*Gazette*, Feb. 19.]

ASPINALL, JOHN BRIDGE, Queen's gdns, Bayswater, Esq. March 31. Richardson and Sadler, Golden sq

BROWN, REV JOHN, Kirkandrews on Eden, Cumberland, Clerk. April 1. Donald and Ostell, Carlisle

BYRAM, THOMAS, Buckley, nr Corbridge, Gent. March 23. Webb, Morpeth

CORY, CECILIA BRIDGET, Holsworthy, Devon. April 7. Bray and Peter, Holsworthy

CREED, ELIZABETH HOOKER, Flimwell, Sussex. April 2. Meredith and Co, New sq, Lincoln's Inn

EIGER, HENRY SALOMON, Goring st, St Mary Axe, Gent. April 3. Harris, Coleman st

FRANKLIN, JANE ELIZABETH, Dinton, Buckingham. April 5. Fell, Aylesbury

GOATER, WILLIAM, Lamb's Conduit st, Grocer. April 1. Button and Co, Henrietta st, Covent Garden

GOVETT, THOMAS ROMAINE, Trimingham, Norfolk, Clerk in Holy Orders. March 30. Fennard Co, Newmarket

HAINSWORTH, WILLIAM, Wakefield, Bootmaker. March 1. Duckworth and Mathers, Bradford

HARWOOD, SARAH, Norton, Durham. March 18. Watson and Co, Stockton on Tees

JACKSON, THOMAS HARDY, Liversedge, York, Chemical Manufacturer. March 27. Jones, Halifax

KITCHEN, WILLIAM, Princess ter, Regent's pk rd, Butcher. April 19. Corsellis and Mossop, Wandsworth

LUDLOW, THOMAS VINCENT, Sidcup, Kent, Esq. April 3. Taylor, Old Burlington st

MAY, FREDERICK CLARKE, St Lawrence rd, Brixton, Gent. April 23. Barrett, John st, Bedford row

MULLENS, GEORGE ADOLPHUS, Liverpool. April 6. Garnett and Tarbet, Liverpool

POWELL, RICHARD, Bodenham, Herefordshire, Yeoman. March 15. Lambe, Hereford

RAWLINGS, THOMAS, Colchester, Essex, Gent. March 31. Prior, Colchester

SANCTON, PHILIP, Cumberland ter, Regent's pk, Esq. April 1. Vandercorn and Co, Bush lane

SAUNDERS, RICHARD ADAMS, Plymouth, Chemist. May 1. Whiteford and Bennett, Plymouth

SHELDRAKE, CAROLINE ANNE, Aldershot, Printer. March 31. Foster, Aldershot

SLAYTOR, ANN, Newton Abbot, Devon. April 12. Francis and Co, Newton Abbot

SPEED, JAMES, High st, Wandsworth, Butcher. April 19. Corsellis and Mossop, Wandsworth

STEVENS, ELIZABETH, Norwich. March 10. Brook, Norwich

SUTCLIFFE, THOMAS BOTTONLEY, Halifax. March 30. Wavell and Co, Halifax

WAKEHAM, JAMES, Uxbridge rd, Printer. March 31. Tough, Charles st, St James's

WEDGWOOD, HENRY ALLEN, Cheltenham, Esq. March 19. Eyre and Co, John st, Bedford st

WEEKS, WILLIAM ROBSTONE, Roborough, Devon, Retired Timber Merchant. May 1. Whiteford and Bennett, Plymouth

WING, WILLIAM, New Bond st, Watch Maker. April 30. Taylor and Co, Gt James st, Bedford row

WOOLF, BARNETT, Liverpool, Cabinet Maker. April 1. Rogerson and Co, Liverpool

[*Gazette*, Feb. 23.]

FEE, TWO GUINEAS, for a sanitary inspection and report on a London dwelling house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 115, Victoria-street, Westminster. Prospectus free.—[ADVT.]

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.

FRIDAY, Feb. 26, 1886.

ARCHIVING ORDERS.

Allan, Edmund, Northampton, General Dealer. Northampton. Pet Feb 4. Ord Feb 23. Exam Mar 9

Allinson, Mary Ann, Harrogate, Lodging House Keeper. York. Pet Feb 13. Ord Feb 20. Exam Mar 13 at 11 at Guildhall, York

Board, Alice, Swanso, Metal Broker. Swanso. Pet Feb 10. Ord Feb 23. Exam Mar 24

Borth, Hiram Crompton, Bolton Abbey, Yorks, Dealer in Works of Art. Bradford. Pet Feb 22. Ord Feb 22. Exam Mar 9

Booth, Walter, Oldham, Lancashire, Stonemason. Oldham. Pet Feb 23. Ord Feb 23. Exam Mar 23 at 11.30

Broster, Thomas, Worcester, Builder. Worcester. Pet Feb 23. Ord Feb 23. Exam Mar 9 at 12.30

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARMY AND NAVY HOTEL, LIMITED.—Petition presented Dec 17. Bacon, V.C., has, by an order made Feb 5, directed that the petition should be amended and be advertised again, and that the order for winding up should be drawn up at the expiration of seven clear days after such advertisement. Ford and Co, Bloomsbury sq, solicitors for the petitioners

LYDNEY AND WIGPOOL IRON ORE COMPANY, LIMITED.—Bacon, V.C., has, by an order dated Jan 30, appointed Donald Macdonald Douglas Stuart, Mitcheldean, to be official liquidator. Creditors are required, on or before March 15, to send their names and addresses, and the particulars of their debts or claims, to Henry John Leslie, 4, Coleman st. Wednesday, March 17 at 12, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, Feb. 26.]

CHOC SUGAR FACTORY COMPANY, LIMITED.—Bacon, V.C., has fixed March 10 at 12, at his chambers, for the appointment of an official liquidator; and has, by an order dated Feb 18, appointed John Francis Clarke, 41, Coleman st, to be provisional official liquidator

NEATH HARBOUR SMELTING AND ROLLING WORKS, LIMITED.—Chitty, J., has fixed Thursday, March 11 at 12, at his chambers, for the appointment of an official liquidator

OLIVER AND COMPANY, LIMITED.—Petition for winding up, presented March 1, directed to be heard before Chitty, J., on Saturday, March 13. Chester and Co, Staple inn, agents for Black and Marshall, Chesterfield, solicitors for the petitioner

[*Gazette*, March 2.]

FINSBURY LOAN COMPANY.—Chitty, J., has fixed March 12 at 11, at his chambers, for the appointment of an official liquidator

[*Gazette*, March 2.]

COUNTRY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

LITHGOW BOOT AND SHOE MANUFACTURING COMPANY, LIMITED.—By an order made by Fox-Bristow, V.C., dated Feb 17, it was ordered that the company be wound up. Addleahaw and Warburton, Manchester, solicitors for the petitioner

LIVERPOOL ZOOLOGICAL GARDENS COMPANY, LIMITED.—By an order made by the Vice-Chancellor, dated Feb 8, it was ordered that the company be wound up. Gorst, Liverpool, agent for Grundy and Co, Manchester, solicitors for the petitioners

OUTWOOD IRON COMPANY, LIMITED.—By an order made by the Vice-Chancellor, dated Feb 17, it was ordered that the company be wound up. Grundy and Co, Manchester, solicitors for the petitioner

[*Gazette*, Feb. 26.]

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP 36.

LAST DAY OF CLAIM.

BALL-HUGHES, ELIZA BREUGNOT, Marseille, France. March 31. Parker Dixon, Grey's inn square

BATH, ELIZA, Catford, Kent. March 29. Weller, Budge row

BOWEN, RICHARD, Llanfyllin, Montgomery, Gent. April 8. Roberts, Llanfyllin

BOWMAN, THOMAS, Southampton, Coal Merchant. March 25. Candy and Candy, Southampton

CARTWRIGHT, ANN, Nottingham, Hosiery Trimmer. March 25. Freeth and Co, Nottingham

COHEN, CHARLOTTE, Swansea. March 25. Stricks and Bellington, Swansea

COLE, FRANCIS, Godmanchester, Huntingdon, Gent. March 29. Hunnibus and Sons, Huntingdon

COLE, JAMES, Church st, Chelsea, Corn Dealer. April 1. Hurrell and Laurence, Knightbridge st, Doctors' commonwealth

CRESSWELL, SUSAN ALICE, Brighton. March 21. Neve and Cresswell, Wolverhampton

DANN, HENRY. March 31. Philcox

DICKINSON, MARY ANN, Westborough, Scarborough. April 2. Turnbull and Co, Scarborough

DOWNS, ELIZABETH FAULKNER, Richmond, Surrey. March 30. Allen and Son, Carlisle st, Soho sq

EDMUND, DAVID, Saint Mellone, Monmouth, Grocer. Feb 24. Morgan, Cardiff

EVANS, ALFRED, Watford, Herts, Gent. March 26. Burrows and Barnes, Sackville st, Piccadilly

EVES, WILLIAM, Betson, Southfleet, Kent, Gent. March 22. Hilder, Gravesend

FOREMAN, WILLIAM, Huntingdon, Gent. March 23. Hunnibus and Sons, Huntingdon

GAMBLE, JANE CATHERINE, Portland place, St Marylebone. June 24. Farrer and Co, Lincoln's Inn fields

- Bundey, George, Brockenhurst, Hamts, Brickmaker. Southampton. Pet Feb 22. Ord Feb 22. Exam Mar 11 at 12. Carse, Thomas, Newcastle on Tyne, Grocer. Newcastle on Tyne. Pet Feb 22. Ord Feb 22. Exam Mar 9. Chapman, Frederick, Kettering, Tailor. Northampton. Pet Feb 22. Ord Feb 22. Exam Mar 9. Colhoun, Arthur, Liverpool, Grocer. Liverpool. Pet Feb 22. Ord Feb 22. Exam Mar 8 at 11 at Court house, Government bldgs, Victoria st, Liverpool. Derby, Dennis, Smethwick, Staffordshire, Coal Breeches Dealer. Oldbury. Pet Feb 22. Ord Feb 22. Exam Mar 15. Davis, Gabriel, jun, Abingdon, Berks, Engineer. Oxford. Pet Feb 22. Ord Feb 22. Exam Mar 11. Farrant, George Herbert Sweet, Bemerton, Wilts, Corn Merchant. Salisbury. Pet Feb 23. Ord Feb 23. Exam Apr 9 at 12. Farrar, George William, and Thomas Farrar, Honley, Yorks, Dyers. Huddersfield. Pet Feb 24. Ord Feb 24. Exam Apr 12 at 11. Fidler, Edwin, Maindee, nr Newport, Mon., Boot Dealer. Newport, Mon. Pet Feb 8. Ord Feb 22. Exam Mar 8 at 11. Fletcher, Samuel, Allison rd, Acton, Commercial Traveller. Brentford. Pet Feb 20. Ord Feb 20. Exam Mar 16 at 2. Friend, Isaac, Newcastle on Tyne, no occupation. Newcastle on Tyne. Pet Feb 24. Ord Feb 24. Exam Mar 9. Giannini, Giuliano, and Carlo Zello, High Holborn, Restaurant Keepers. High Court. Pet Feb 23. Ord Feb 23. Exam Apr 2 at 11.30 at 34, Lincoln's inn fields. Hardwick, Ernest John, Eastbourne, Bicycle Dealer. Lewes and Eastbourne. Pet Feb 22. Ord Feb 22. Exam Apr 2. Hill, George Richard, Landport, Hants, Pastry-cook. Portsmouth. Pet Feb 19. Ord Feb 19. Exam Mar 15. Hollingshead, William, Alexandra rd, West Kensington pk, Grocer. High Court. Ord made under see 103. Ord Feb 20. Exam Apr 2 at 11.30 at 34, Lincoln's inn fields. Jones, William, Portmadrone, Carnarvonshire, Builder. Bangor. Pet Feb 23. Ord Feb 23. Exam Mar 11 at 11. Kain, Patrick, Sheffield, Provision Dealer. Sheffield. Pet Feb 23. Ord Feb 23. Exam Mar 11 at 11.30. Lawrence, Alfred Frederick, Fressingfield, Suffolk, Beerhouse Keeper. Ipswich. Pet Feb 20. Ord Feb 22. Exam Mar 18 at 11. Merson, Graham, and John Merson, Ossett, Yorks, Mungo Manufacturers. Dewsbury. Pet Feb 22. Ord Feb 22. Exam Mar 9. Mobbs, John, Southampton, Accountant. Southampton. Pet Jan 22. Ord Feb 24. Exam Mar 11 at 12.30. Parkinson, John, Blackburn, Mechanic. Blackburn. Pet Feb 24. Ord Feb 24. Exam Mar 10 at 11.30. Pyle, John, Neath, Glamorganshire, Greengrocer. Neath. Pet Feb 24. Ord Feb 24. Exam Mar 9 at 11 at Townhall, Neath. Riches, Edward, Stalham, Norfolk, Miller. Norwich. Pet Feb 20. Ord Feb 20. Exam Mar 17 at 12 at Shirehall, Norwich Castle. Rowlands, Thomas, Crumlin, Mon., Grocer. Newport, Mon. Pet Feb 22. Ord Feb 22. Exam Mar 8 at 11. Selby, John, Nottingham, Professional Cricketer. Nottingham. Pet Feb 24. Ord Feb 24. Exam Mar 16. Short, Richard, Warkworth, Northumberland, Innkeeper. Newcastle on Tyne. Pet Feb 23. Ord Feb 23. Exam Mar 9. Smith, John, Richmond villas, Finsbury pk, Draper's Assistant. High Court. Pet Feb 20. Ord Feb 22. Exam Apr 6 at 11 at 34, Lincoln's inn fields. Spiegelhalter, Lorenz, and Hermann Spiegelhalter, Whitechapel rd, Watchmakers. High Court. Pet Feb 23. Ord Feb 23. Exam Apr 6 at 11 at 34, Lincoln's inn fields. Sprang, Arthur Edward, Worcester, Boot Warehouseman. Worcester. Pet Feb 23. Ord Feb 23. Exam Mar 10 at 12.30. Tuff, Edward, and Walter Nottingham, Houndsditch, Hardware Factors. High Court. Pet Feb 22. Ord Feb 22. Exam Mar 30 at 11.30 at 34, Lincoln's inn fields. Tudor, Walter, Fermoy rd, Harrow rd, Paddington, Perfumer. High Court. Pet Feb 24. Ord Feb 24. Exam Apr 6 at 11 at 34, Lincoln's inn fields. Vine, Sydnye, Bridge parade, Teddington, Grocer. Kingston, Surrey. Pet Feb 18. Ord Feb 22. Exam Apr 2 at 8.30. Ward, Alfred, Titsey, Surrey, Farmer. Croydon. Pet Feb 19. Ord Feb 19. Exam Mar 5. Wardman, John, Birkenhead, Butcher. Birkenhead. Pet Feb 9. Ord Feb 23. Exam Mar 10 at 11. Whittaker, Edmund, Heywood, Lancashire, out of business. Bolton. Pet Feb 23. Ord Feb 24. Exam Mar 22 at 11.30. Wills, Robert, Sydenham, Merchant. High Court. Pet Feb 20. Ord Feb 22. Exam Mar 30 at 11 at 34, Lincoln's inn fields. Wright, Henry James, Salisbury, Fishmonger. Salisbury. Pet Feb 23. Ord Feb 23. Exam Mar 12 at 12. Young, Edwin, Bristol, Fruit Merchant. Bristol. Pet Feb 23. Ord Feb 23. Exam Mar 19 at 12 at Guildhall, Bristol.
- FIRST MEETINGS.**
- Allan, Edmund, Northampton, General Dealer. Mar 9 at 10. County Court, Northampton. Allison, Mrs Ann, Harrogate, Lodging-house Keeper. Mar 8 at 11. Official Receiver, York. Barter, Henry Thomas, Motcomb st, Belgrave sq, Riding Master. Mar 5 at 12.30. Carey st, Lincoln's inn. Beard, Ambrose, Swansway, Metal Broker. Mar 8 at 11. Official Receiver, 6, Rutland st, Swansea. Booth, Hiram Crompton, Bolton Abbey, Yorks, Dealer in Works of Art. Mar 5 at 12. Official Receiver, Manor row, Bradford. Booth, Walter, Greenacres rd, Oldham, Stonemason. Mar 9 at 3. Official Receiver, Priory chbrs, Union st, Oldham. Bower, Henry, Thurlstone, nr Penistone, Woollen Cloth Manufacturer. Mar 8 at 11. Official Receiver, Eastgate, Barnsley. Broster, Thomas, Worcester, Builder. Mar 9 at 10.30. Official Receiver, Worcester. Bundey, George, Brookenhurst, Hampshire, Brickmaker. Mar 11 at 11. Official Receiver, 4, East st, Southampton. Burgess, Martin, Sydenham, China Retailer. Mar 8 at 3. Official Receiver, 109, Victoria st, Westminster. Carse, Thomas, Newcastle on Tyne, Grocer. Mar 9 at 2.30. Official Receiver, Pink lane, Newcastle on Tyne. Chapman, Frederick, Kettering, Tailor. Mar 9 at 11. County Court, Northampton. Clarke, Charles Maurice, Shefford, Bedfordshire, Grocer. Mar 9 at 1. White Hart Inn, Shefford, Bedfordshire. Colborn, Norbury Collins, Canterbury, Stationer. Mar 5 at 10. 32, St. George's st, Canterbury. Colhoun, Arthur, Liverpool, Grocer. Mar 9 at 3. Official Receiver, 35, Victoria st, Liverpool. Cradock, Elizabeth, Keynsham, Somerset, Licensed Victualler. Mar 5 at 3. Official Receiver, Bank chbrs, Bristol. Dickinson, Francis, Sheffield, Builder. Mar 9 at 3. Official Receiver, Figtree lane, Sheffield. Duck, William, Newbury, Berks, Butcher. Mar 10 at 12.30. Cottrell and Johnston, Auctioneers, 7, Northbrook st, Newbury. Farrant, George Herbert Sweet, Bemerton, nr Salisbury, Corn Merchant. Mar 9 at 3. Official Receiver, Salisbury. Fidler, Edwin, Maindee, nr Newport, Mon., Bootmaker. Mar 8 at 12.30. Official Receiver, 12, Tredegar pl, Newport, Mon. Friend, Isaac, Newcastle on Tyne, no occupation. Mar 10 at 11. Official Receiver, 1, Pink lane, Newcastle on Tyne. Hain, James, Hereford, Brewer's Agent. Mar 6 at 2.30. Official Receiver, Offa st, Hereford. Hilditch, Alfred, Penton st, Pentonville, General Dealer. Mar 8 at 2.30. Carey st, Lincoln's inn. Hill, George Richard, Landport, Hants, Pastry Cook. Mar 15 at 3. Official Receiver, 166, Queen st, Portsea. Hoyle, William Henry, Leverton, Lincolnshire, Farmer. Mar 25 at 1. Official Receiver, 48, High st, Boston. Hudsmith, James Cranmer, Stretford, nr Manchester, Gent. Mar 9 at 12. Official Receiver, Ogden's chbrs, Bridge st, Manchester. Hyde, George Cleveland, Croydon, of no occupation. Mar 5 at 11. Official Receiver, 109, Victoria st, Westminster. Ingram, John, Hackney Wick. Mar 8 at 11. 32, Carey st, Lincoln's inn fields. Jagger, Alfred Frederick, Fressingfield, Suffolk, Beerhouse Keeper. Mar 6 at 11.30. Magpie Hotel, Harleston. Lewis, William, Neath, Glamorganshire, Furniture Dealer. Mar 8 at 11. Castle Hotel, Neath. Lock, Thomas, Birmingham, Commission Agent. Mar 9 at 11. Official Receiver, Birmingham. Parkes, William, West Bromwich, Staffordshire, General Dealer. Mar 5 at 10. Court house, Oldbury. Parry, John, Pendleton, Lancashire, Rope Manufacturer. Mar 5 at 11. Official Receiver, Bridge st, Manchester. Pearson, William, Netherton, nr Dudley, Worcestershire, Lime Merchant. Mar 9 at 10.30. Official Receiver, Dudley. Pissey, Susan, and Selina Pissey, Little Wakering, Essex, Farmers. Mar 6 at 11. Public Hall, Southend. Price, James, Treorky, Glamorganshire, Boot Maker. Mar 5 at 3. Official Receiver, Merthyr Tydfil. Pyle, John, Neath, Glamorganshire, Greengrocer. Mar 8 at 2.30. Official Receiver, 6, Rutland st, Swansay. Roberts, Katharine, Porchester gardens, Boarding house Keeper. Mar 10 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields. Rowlands, Thomas, Crumlin, Mon., Grocer. Mar 8 at 12. Official Receiver, Tredegar pl, Newport, Mon. Short, Richard, Warkworth, Northumberland, Innkeeper. Mar 9 at 3. Official Receiver, Pink lane, Newcastle on Tyne. Sneath, Thomas Dixon, Newark, Chemist. Mar 5 at 12. Official Receiver, 1, High pavement, Nottingham. Sprang, Arthur Edward, Worcester, Boot and Shoe Warehouseman. Mar 10 at 11. Official Receiver, Worcester. Taylor, Henry William, Haymarket, Designer. Mar 8 at 12. 32, Carey st, Lincoln's inn. Thomas, Robert Dunlop, Fiddington Ashchurch, Gloucestershire, Gent. Mar 6 at 3.30. County Court, Cheltenham. Thompson, Arthur Gill (Separate Estate), Sharow, Sheffield, Britannia Metal Manufacturer. Mar 9 at 12. Official Receiver, Figtree lane, Sheffield. Thompson, George Carr (Separate Estate), Sheffield, Britannia Metal Manufacturer. Mar 9 at 12. Official Receiver, Figtree lane, Sheffield. Ward, Thomas Alfred, Barking rd, Canning Town, House Agent. Mar 5 at 2.30. Carey st, Lincoln's inn. Wheeler, Arthur Hunter, Brighton, China Dealer. Mar 6 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn. Wright, Henry James, Salisbury, Fishmonger. Mar 8 at 3. Official Receiver, Salisbury. Young, Edwin, Bristol, Fruit Merchant. Mar 8 at 3. Official Receiver, Bank chbrs, Bristol.
- ADJUDICATIONS.**
- Allen, William, Leicester, Engineer. Leicester. Pet Jan 25. Ord Feb 18. Anderson, Matthew Burlace, Cannock, Staffordshire, Builder. Walsall. Pet Feb 18. Ord Feb 24. Arnold, William, Borough High st, Southwark, Solicitor. High Court. Pet Jan 28. Ord Feb 23. Barnard, Alfred Francis, King's Arms yard, Solicitor. High Court. Pet Sept 29. Ord Feb 24. Bates, Thomas William, East Dereham, Tailor. Norwich. Pet Feb 11. Ord Feb 22. Bellwood, James, Northallerton, Cattle Dealer. Northallerton. Pet Feb 5. Ord Feb 5. Booth, Hiram Crompton, Bolton Abbey, Yorks, Dealer in Works of Art. Bradford. Pet Feb 22. Ord Feb 22. Bouter, Thomas, Worcester, Builder. Worcester. Pet Feb 23. Ord Feb 23. Brown, George, Stockton on Tees, Grocer. Stockton on Tees and Middlesborough. Pet Jan 25. Ord Feb 23. Buxley, George, Brookenhurst, Hampshire, Brickmaker. Southampton. Pet Feb 6. Ord Feb 23. Campbell, George, Cromford rd, West hill, Wandsworth, Builder. High Court. Pet Jan 27. Ord Feb 23. Chapman, Frederick, Kettering, Tailor. Northampton. Pet Feb 23. Ord Feb 23. Cozens, Charles William, Southampton, Grocer. Southampton. Pet Feb 19. Ord Feb 23. Crook, Elizabeth, Keynsham, Somerset, Licensed Victualler. Bristol. Pet Feb 19. Ord Feb 23. Darby, Dennis, S. Schwick, Staffordshire, Coal Breeches Dealer. Oldbury. Pet Feb 12. Ord Feb 21. Dean, Thomas Richard, Strood, Kent, Carman. Rochester. Pet Feb 20. Ord Feb 20. Dickinson, Francis, Sheffield, Builder. Sheffield. Pet Feb 20. Ord Feb 23. Fidler, Edwin, Maindee, nr Newport, Mon., Boot Dealer. Newport, Mon. Pet Feb 8. Ord Feb 22. Fletcher, Samuel, Allison rd, Acton, Commercial Traveller. Brentford. Pet Feb 20. Ord Feb 24. Goettier, John, Spencer st, Goswell rd, Watchmaker. High Court. Pet Jan 23. Ord Feb 23. Greenwood, Arthur, Flaxfield rd, Basingstoke, Schoolmaster. Winchester. Pet Feb 17. Ord Feb 23. Hall, William Thomas, Melton Mowbray, Grocer. Leicester. Pet Feb 1. Ord Feb 23. Lamb, John Bathie, Graham rd, Dalston, Gent. High Court. Pet Feb 1. Ord Feb 23. Harding, William, Loughborough, Leicester, Cabinet Maker. Leicester. Pet Feb 1. Ord Feb 22. Hill, George Richard, Landport, Hants, Pastry-cook. Portsmouth. Pet Feb 19. Ord Feb 19. Kimpton, George, Cardross st, Hammersmith, Builder. High Court. Pet Dec 21. Ord Feb 23. Lambe, John Bathie, Graham rd, Dalston, Gent. High Court. Pet Feb 1. Ord Feb 23. Lawrence, Alfred Frederick, Fressingfield, Suffolk, Beerhouse Keeper. Ipswich. Pet Feb 20. Ord Feb 22. Neath, Joseph, Ebbw Vale, Beachamp, Leicestershire, Licensed Victualler. Leicester. Pet Jan 27. Ord Feb 18. Northam, William George, Chisichurst, Bootmaker. Croydon. Pet Feb 11. Ord Feb 22.

Pegler, George, Bisley, Gloucestershire, Shopkeeper. Gloucester. Pet Feb 17. Ord Feb 23
 Price, James, Treorkey, Glamorganshire, Boot Maker. Pontypridd. Pet Feb 19. Ord Feb 22
 Quiningborough, George, Ropseley, nr Grantham, Grocer. Nottingham. Pet Feb 15. Ord Feb 20
 Ralls, Samuel, Pontypridd, Greengrocer. Pontypridd. Pet Feb 18. Ord Feb 20
 Restell, George Henry, London st, Paddington, Trunk Maker. High Court. Pet Jan 23. Ord Feb 23
 Riches, Edward, Stalham, Norfolk, Miller. Norwich. Pet Feb 20. Ord Feb 20
 Rohrbach, Frederick Ludwig, Old Compton st, Soho, Butcher. High Court. Pet Jan 28. Ord Feb 23
 Rollings, William, Wansford cum Stibbington, Huntingdonshire, Grocer. Peterborough. Pet Feb 15. Ord Feb 23
 Russell, Thomas, Ledbury, Herefordshire, Miller. Worcester. Pet Feb 8. Ord Feb 23
 Selby, John, Nottingham, Professional Cricketer. Nottingham. Pet Feb 24. Ord Feb 24
 Short, Richard, Warkworth, Northumberland, Innkeeper. Newcastle on Tyne. Pet Feb 23. Ord Feb 24
 Simmons, John, The Plumstead, Norfolk, Blacksmith. Norwich. Pet Jan 29. Ord Feb 20
 Smith, John, Finsbury pk, Drapers' Assistant. High Court. Pet Feb 20. Ord Feb 24
 Stone, Frank Charles John, Bristol, Bookseller. Bristol. Pet Feb 4. Ord Feb 22
 Turner, Isaac, Armley, nr Leeds, Licensed Victualler. Leeds. Pet Feb 15. Ord Feb 23
 Underhill, Henry William, Upper Thames st, Manufacturer of Stoves. High Court. Pet Jan 25. Ord Feb 23
 Wallers, Charles, St Helens, Lancashire, Grocer. Liverpool. Pet Feb 3. Ord Feb 24

TUESDAY, March 2, 1886.

RECEIVING ORDERS.

Atha, Samuel, Leeds, Currier. Leeds. Pet Feb 25. Ord Feb 26. Exam Mar 16 at 11.
 Bagg, Thomas, Banwell, Somerset, Farmer. Wells. Pet Feb 27. Ord Feb 27. Exam Mar 9 at 11.30
 Blaxland, Henry Edward Denne, Faversham, Kent, Farmer. Canterbury. Pet Feb 4. Ord Feb 26. Exam Mar 19
 Both, Charles, Brighton, Fly Proprietor. Brighton. Pet Feb 26. Ord Feb 26. Exam Mar 11 at 11
 Brierley, James, Balladon, nr Rawtenstall, Lancashire, Woollen Maker. Blackburn. Pet Feb 25. Ord Feb 25. Exam Mar 23 at 11.30
 Brown, Thompson, Kettlewell, Yorks, Farmer. Bradford. Pet Feb 25. Ord Feb 25. Exam Mar 16
 Cocks, Charles James, Blackheath rd, Greenwich, Tailor's Manager. High Court. Pet Feb 27. Ord Feb 27. Exam Apr 7 at 11.30 at 34, Lincoln's inn fields
 Cock, David, Roche, Cornwall, Clay Merchant. Truro. Pet Jan 29. Ord Feb 27. Exam Mar 15 at 11
 Collins, Albert, Hastings, Builder. Hastings. Pet Feb 4. Ord Feb 27. Exam Mar 22
 Cornish, James, Aylsham, Norfolk, out of business. Norwich. Pet Feb 26. Ord Feb 26. Exam Mar 17 at 12 at Shirehall, Norwich Castle
 Crawford, William Henry, Stratford, Essex, Bootmaker. High Court. Pet Feb 10. Ord Feb 26. Exam Apr 7 at 11.30 at 34, Lincoln's inn fields
 Cutbill, John James, Waterloo Bridge rd, Ironmonger. High Court. Pet Feb 26. Ord Feb 26. Exam Mar 31 at 12 at 34, Lincoln's inn fields
 Davey, Robert George, Albion st, King's cross, Bottle Merchant. High Court. Pet Feb 26. Ord Feb 26. Exam Mar 31 at 12 at 34, Lincoln's inn fields
 Day, Walter Henry Horatio, Grove Vale, East Dulwich, Physician. High Court. Pet Feb 26. Ord Feb 26. Exam Mar 31 at 12 at 34, Lincoln's inn fields
 Dimerline, Ann, Sheffield, Shopkeeper. Sheffield. Pet Feb 27. Ord Feb 27. Exam Mar 25 at 11.30
 Elliker, Henry, York, Grocer. York. Pet Feb 25. Ord Feb 25. Exam Mar 13
 Foot, Emma, Stafford, School Proprietress. Stafford. Pet Feb 27. Ord Feb 27. Exam Apr 7 at 12 at Shirehall, Stafford
 Forster, Alfred Wharton, Rougham, Norfolk, Farmer. King's Lynn. Pet Feb 25. Ord Feb 25. Exam Mar 25 at 10.30 at Court house, King's Lynn
 Fox, George, Buckingham, Birmingham Warehouseman. Banbury. Pet Feb 25. Ord Feb 25. Exam Apr 13
 Fox, Herbert, and William Richard Comben, Cromer, Norfolk, Grocers. Norwich. Pet Feb 24. Ord Feb 25. Exam Mar 17 at 12 at Shirehall, Norwich Castle
 Glover, Alfred, Bolton, Lancashire, Stonemason. Bolton. Pet Feb 26. Ord Feb 26. Exam Mar 22 at 11
 Golden, Edward, Sandgate, Kent, Dairyman. Canterbury. Pet Feb 23. Ord Feb 25. Exam Mar 12
 Gould, James, Savona st, Battersea Park rd, Pig Dealer. Wandsworth. Pet Feb 26. Ord Feb 26. Exam Mar 25
 Grant, James, Longton, Staffordshire, Medical Practitioner. Stoke upon Trent and Longton. Pet Feb 10. Ord Feb 25. Exam Mar 10 at 2.45
 Gray, Joseph, Bradford, out of business. Bradford. Pet Feb 24. Ord Feb 25. Exam Mar 16
 Hagan and Co, Water lane, Shipbrokers. High Court. Pet Feb 12. Ord Feb 27. Exam May 7 at 11.30 at 34, Lincoln's inn fields
 Henning, E., Fenchurch st, Restaurant Proprietor. High Court. Pet Feb 11. Ord Feb 27. Exam April 9 at 11.30 at 34, Lincoln's inn fields
 Hicks, James, Manchester, Fruit Salesman. Manchester. Pet Feb 25. Ord Feb 25. Exam Mar 12 at 11
 Hundrods, Leonard, jun, West Hartlepool, Builder. Sunderland. Pet Feb 13. Ord Feb 25. Exam Mar 11
 Inshaw, William Richard, and Reginald Rooker Dorset, Birmingham, Licensed Victuallers. Birmingham. Pet Feb 25. Ord Feb 25. Exam Mar 25
 Jenkins, Henry Gidgin, Burnham, Somerset, Retired Major. Bridgwater. Pet Feb 25. Ord Feb 26. Exam Mar 15 at 11
 Jones, Richard, Denbigh, Licensed Victualler. Bangor. Pet Feb 25. Ord Feb 25. Exam Mar 11 at 11
 King, Sir Richard Duckworth, Bart., Chesterfield st, Mayfair. High Court. Pet Feb 26. Ord Feb 26. Exam April 1 at 11.30 at 34, Lincoln's inn fields
 Lassalle, Henry, Ludgate hill, Editor. High Court. Pet Feb 27. Ord Feb 27. Exam April 8 at 11.30 at 34, Lincoln's inn fields
 Lewin, William, Charslye rd, West Kensington, Jeweller. High Court. Pet Feb 6. Ord Feb 28. Exam April 1 at 11.30 at 34, Lincoln's inn fields
 March, Edward Henry, Axbridge, Somerset, Carpenter. Wells. Pet Feb 25. Ord Feb 25. Exam Mar 9 at 11.30
 Morris, William, Widcombe, Bath, Tobacconist. Bath. Pet Feb 27. Ord Feb 27. Exam Mar 14 at 11.30
 Naylor, Wesley, Wyke, nr Bradford, Butcher. Bradford. Pet Feb 25. Ord Feb 25. Exam Mar 16
 Parfitt, William, North rd, Caledonian rd, Timber Dealer. High Court. Pet Feb 13. Ord Feb 26. Exam April 1 at 11.30 at 34, Lincoln's inn fields
 Parish, George, West Bromwich, Cattle Dealer. Shrewsbury. Pet Feb 26. Ord Feb 28. Exam Mar 15
 Pepperdine, Joseph, Leicester, Draper's Assistant. Leicester. Pet Feb 25. Ord Feb 25. Exam Mar 10 at 10
 Potter, Henry, Elizabeth ter, Haverstock hill, Dealer in China. High Court. Pet Feb 26. Ord Feb 26. Exam April 1 at 11.30 at 34, Lincoln's inn fields
 Prangley, Osborne, Salisbury, Corn Dealer. Salisbury. Pet Feb 19. Ord Feb 26. Exam April 9 at 12
 Robinson, Abraham, Mildmay park, Furrier. High Court. Pet Jan 18. Ord Feb 25. Exam April 6 at 11.30 at 34, Lincoln's inn fields

Smith, Seth, Windhill, Yorkshire, Milk Dealer. Bradford. Pet Feb 25. Ord Feb 26. Exam Mar 16
 Sperring, John, West Bromwich, Miner. Oldbury. Pet Feb 25. Ord Feb 26. Exam Mar 29
 Tapfield, Arthur, East Farleigh, Kent, Farmer. Maidstone. Pet Feb 26. Ord Feb 26. Exam Mar 22
 Thomas, William, and Jonas Thomas, Eastwood, nr Todmorden, Yorkshire, Cotton Manufacturers. Burnley. Pet Feb 9. Ord Feb 25. Exam Mar 16 at 11
 Thompson, Edward, Cambridge, Dairyman. Cambridge. Pet Feb 26. Ord Feb 26. Exam Mar 17 at 9
 Watson, John James Henry, and William Noble, Newport, Mon., Hatters. Newport, Mon. Pet Feb 25. Ord Feb 25. Exam Mar 8 at 11.30
 Webb, John Samuel, Holloway rd, Dealer in Athletic Appliances. High Court. Pet Feb 26. Ord Feb 26. Exam April 6 at 11.30 at 34, Lincoln's inn fields
 Wells, Arthur, Frederick Henry, Lewisham, Beer Retailer. Greenwich. Pet Feb 26. Ord Feb 26. Exam Mar 19 at 1
 Wright, George, Doncaster, Farmer. Sheffield. Pet Feb 24. Ord Feb 27. Exam Mar 25 at 11.30
 Wright, Thomas, Meltham, Yorkshire, Bootmaker. Huddersfield. Pet Feb 26. Ord Feb 26. Exam April 12 at 11

FIRST MEETINGS.

Attwood, Georgiana Mary, Birmingham, deceased. Mar 10 at 12. 33, Carey st, Lincoln's inn
 Bond, Thomas, Dewsbury, Yorks, Wool Merchant. Mar 10 at 10.30. Official Receiver, Batley
 Bott, Charles, Brighton, Fly Proprietor. Mar 10 at 12. Official Receiver, 3, Bond st, Brighton
 Brown, Thompson, Kettlewell, Yorks, Farmer. Mar 10 at 2. Blue Bell Inn, Kettlewell
 Calaminus, Laura, Weston super Mare, Dealer in Art Needlework. Mar 10 at 12.15. George and Railway Hotel, Victoria st, Bristol
 Chalmers, William Bryce, New Broad st, Manager of a Public Company. Mar 11 at 12. 33, Carey st, Lincoln's inn
 Clegg, Jonathan Chadwick, Park Farm, nr Dalton in Furness, Gentleman. Mar 9 at 12.30. Sun Inn, Ulverston
 Cornish, James, Aylsham, Norfolk, out of business. Mar 11 at 12. Official Receiver, 8, King st, Norwich
 Cubitt, George, North Walsham, Norfolk, Ironmonger. Mar 11 at 1. Official Receiver, 8, King st, Norwich
 Darby, Dennis, Smethwick, Staffordshire, Coal Dealers. Mar 15 at 10.30. Court house, Oldbury
 Elliker, Henry, York, Grocer. Mar 19 at 2. Official Receiver, York
 Farrar, George William, and Thomas Farrar, Honley, Yorks, Dyers. Mar 18 at 3. Official Receiver, New st, Huddersfield
 Fletcher, Samuel, Allison rd, Acton, Commercial Traveller. Mar 9 at 11. 28 and 29, St Swithin's lane
 Fox, Herbet, and William Richard Comben, Cromer, Norfolk, Grocers. Mar 11 at 3. Official Receiver, 8, King st, Norwich
 Garbett, George, West Bromwich, Staffordshire, Draper. Mar 12 at 11. Court house, Oldbury
 Glover, Alfred, Bolton, Lancashire, Stonemason. Mar 12 at 11. 16, Wood st, Bolton
 Grant, James, Longton, Staffordshire, Medical Practitioner. Mar 11 at 2.30. Official Receiver, Newcastle under Lyme
 Gray, Joseph, Bradford, out of business. Mar 11 at 11. Official Receiver, 31, Manor row, Bradford
 Hardwick, Ernest John, Susan's rd, Eastbourne, Bicycle Dealer. Mar 9 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn
 Hicks, James, Moss Side, nr Manchester, Fruite Salesman. Mar 12 at 8. Official Receiver, Ogden's chbrs, Bridge st, Manchester
 Jackson, George Arthur, Beeston hill, nr Leeds, Grocer. Mar 12 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds
 Jeff, William Edwin, Edgbaston, Birmingham, Commercial Traveller. Mar 11 at 3. Official Receiver, Birmingham
 Jenkins, Henry Gidgin, Burnham, Somerset, Retired Major. Mar 11 at 12.30. Royal Clarence Hotel, Burnham
 Jones, David, Oakington rd, St. Peter's pk, Paddington, Builder. Mar 11 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 King, Josiah, Birmingham, Grocer. Mar 10 at 11. Official Receiver, Birmingham
 Lambe, John Bathie, Graham rd, Dulston, Gent. Mar 15 at 11. 33, Carey st, Lincoln's inn
 Leech, Joseph, Park rd, Crouch End, Hornsey, Commercial Traveller. Mar 12 at 12. 33, Carey st, Lincoln's inn
 Lowther, the Hon. Charles, Grove End rd, St. John's Wood, Gent. Mar 10 at 11. 33, Carey st, Lincoln's inn
 March, Edward Henry, Axbridge, Somerset, Carpenter. Mar 11 at 12.30. Official Receiver, Bank chbrs, Bristol
 Martindale, John, Bowness, Westmoreland, Waller. Mar 9 at 10.30. Official Receiver, 2, Paxton ter, Barrow in Furness
 Mathews, Thomas, Farham, Brewer. Mar 10 at 3. Lion and Lamb, Farnham
 Merson, Graham, and John Merson, Ossett, Yorks, Munro Manufacturers Mar 10 at 8. Official Receiver, Batley
 Mobbs, John, Southampton, Accountant. Mar 10 at 12. Chamber of Commerce, 145, Cheapside
 Naylor, Wesley, Wyke, nr Bradford, Yorks, Butcher. Mar 11 at 12. Official Receiver, 31, Manor row, Bradford
 Parkinson, John, Blackburn, Lancashire, Mechanic. Mar 10 at 2. County Court, Blackburn
 Pepperdine, Joseph, Leicester, Draper's Assistant. Mar 11 at 12.30. Official Receiver, 28, Friar lane, Leicester
 Prangley, Osborne, Salisbury, Corn Dealer. Mar 12 at 1.30. Official Receiver, Salisbury
 Riches, Edward, Stalham, Norfolk, Miller. Mar 11 at 12.30. Official Receiver, 8, King st, Norwich
 Savage, Alfred, Camberwell rd, Carver. Mar 12 at 11. 33, Carey st, Lincoln's inn
 Stoneham, William George, Farrington rd, Bookbinder. Mar 11 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Tapfield, Arthur, East Farleigh, Kent, Farmer. Mar 12 at 8.15. Official Receiver, 56, Week st, Maidstone
 Thompson, Edward, Cambridge, Dairyman. Mar 12 at 12. Official Receiver, 5, Petty Cury, Cambridge
 Ward, Alfred, Titsey, Surrey, Farmer. Mar 11 at 3. Cavendish Hotel, High st, Croydon
 Whitehead, Thomas, Earlsheaton, Yorks, Foreman. Mar 10 at 12. Official Receiver, Batley
 Whittaker, Edmund, Heywood, out of business. Mar 10 at 11. 16, Wood st, Bolton
 Wilkinson, George William, St Mary Abbott's terr, Kensington West, Stained Glass Artist. Mar 10 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Wright, Thomas, Meltham, Yorkshire, Bootmaker. Mar 12 at 3. Official Receiver, Albert bldgs, New st, Huddersfield

ADJUDICATIONS.

Abrahams, Jacob, Liverpool, Tailor. Liverpool. Pet Feb 10. Ord Feb 25
 Allan, Edward, Northampton, General Dealer. Northampton. Pet Feb 4. Ord Feb 27
 Atha, Samuel, Leeds, Currier. Leeds. Pet Feb 25. Ord Feb 27

Bott, Ch
 Brown, Feb 27
 Brown, Feb 25
 Burgess, Feb 26
 Carse, T
 Ord Fe
 Clarke, Ord Fe
 Concann, Feb 25
 Cragg, V
 Furne
 Epps, T
 Feb 25
 Evans, E
 Jan 27
 Farrar, Feb 24
 Godman, Pet Fe
 Goodwin, Feb 29
 Gray, J
 Hadden, Feb 25
 Haslam, Bolton, Hicks, Feb 25
 Hill, Je
 Ord Fe
 Jenkins, Ord Fe
 Jones, T
 27, O
 Martind
 Feb 25
 Morris, 10, O
 Morris, Naylor, Feb 26
 Parkins
 Ord F
 Potts, E
 Feb 25
 Ray, Ge
 Roberts, 11, O
 Robinson, Ord F
 Scofield, Feb 24
 Smith, S
 Snelgro
 Feb 25
 Speich
 Ord F
 Stock, Ja
 Tiffen, Feb 2

SCH
 Guar
 The 1
 fectly
 Supper
 His
 Being
 all pain
 times
 with st
 Mixture
 Made i
 to a
 Cocoa
 cheap
 In t
 Che
 H. Sc

H
 ham—
 under
 only.
 lawn to
 abstain
 lars fr
 WATC
 Messr
 Victor
 Canta

INT
 W
 tual D
 the U
 and T
 overco
 standi
 replete
 billiar
 rooms
 under
 to Fi
 further
 Telegr
 ing Ph
 Canta

Bott, Charles, Brighton, Fly Proprietor. Brighton. Pet Feb 26. Ord Feb 27
 Brown, Edwin, Shepton Mallet, Somerset, Butcher. Wells. Pet Feb 11. Ord Feb 27
 Brown, Thompson, Kettlewell, Yorkshire, Farmer. Bradford. Pet Feb 25. Ord Feb 25
 Burgess, Martin, Sydenham, China Retailer. Greenwich. Pet Feb 17. Ord Feb 26
 Carse, Thomas, Newcastle on Tyne, Grocer. Newcastle on Tyne. Pet Feb 23. Ord Feb 26
 Clarke, Charles Maurice, Shefford, Bedfordshire, Grocer. Bedford. Pet Feb 10. Ord Feb 27
 Concannon, Austin, Stockport, Physician. Stockport. Pet Feb 11. Ord Feb 25
 Cragg, William, Cartmel, Lancashire, Nurseryman. Ulverston and Barrow-in-Furness. Pet Feb 5. Ord Feb 25
 Epps, Thomas, Doddington, Kent, Farmer. Canterbury. Pet Feb 11. Ord Feb 26
 Evans, Benjamin Arthur, East Retford, Nottinghamshire, Grocer. Lincoln. Pet Jan 27. Ord Feb 22
 Farrar, George William, and Thomas Farrar, Honley, Dyers. Huddersfield. Pet Feb 24. Ord Feb 26
 Godsmark, James, Haywards Heath, Sussex, Licensed Victualler. Brighton. Pet Feb 11. Ord Feb 25
 Goodwin, Tugwell Robins, St Peter's sq, Gent. High Court. Pet Nov 11. Ord Feb 26
 Gray, Joseph, Bradford, out of business. Bradford. Pet Feb 24. Ord Feb 25
 Hadden, Elijah, Wyken, Warwickshire, Farmer. Coventry. Pet Feb 17. Ord Feb 25
 Haslam, Susannah, and Washington Abbott, Bolton, Lancashire, Confectioners. Bolton. Pet Jan 26. Ord Feb 25
 Hicks, James, Moss Side, nr Manchester, Fruit Salesman. Manchester. Pet Feb 25. Ord Feb 26
 Hill, Jesse, Sudbury, Derbyshire, Blacksmith. Burton on Trent. Pet Feb 10. Ord Feb 27
 Jenkinson, John, jun., Millom, Cumberland, Farmer. Whitehaven. Pet Feb 10. Ord Feb 24
 Jones, Thomas Oliver Sturges, address unknown, Tutor. High Court. Pet Nov 27. Ord Feb 25
 Martindale, John, Bowness, Westmorland, Waller. Kendal. Pet Feb 12. Ord Feb 25
 Morris, Richard Cumming, Menai Bridge, Anglesey, Draper. Bangor. Pet Feb 10. Ord Feb 26
 Morris, William, Widcombe, Bath, Tobacconist. Bath. Pet Feb 27. Ord Feb 27
 Naylor, Wesley, Wyke, nr Bradford, Butcher. Bradford. Pet Feb 25. Ord Feb 26
 Parkinson, John, Bank Top, Blackburn, Mechanic. Blackburn. Pet Feb 24. Ord Feb 27
 Potts, Edward Sisson, Boston Spa, Yorks, Corn Dealer. York. Pet Feb 21. Ord Feb 25
 Ray, George Edmund, Norwich, Solicitor. Norwich. Pet Feb 5. Ord Feb 27
 Roberts, John George, Faversham, Marine Store Dealer. Canterbury. Pet Feb 11. Ord Feb 26
 Robinson, Joe Arthur, Huddersfield, Solicitor. Huddersfield. Pet Feb 10. Ord Feb 26
 Scofield, Charles, Wivenhoe, Essex, Painter. Colchester. Pet Jan 9. Ord Feb 24
 Smith, Seth, Windhill, Yorks, Milk Dealer. Bradford. Pet Feb 25. Ord Feb 26
 Snellgrove, Horatio R., Clapham Common. Wandsworth. Pet Dec 29. Ord Feb 27
 Speight, William, Commercial rd, Lead Merchant. High Court. Pet July 17. Ord Feb 25
 Stock, Sydney Campbell, Speenham rd, Stockwell, Builder. High Court. Pet Jan 28. Ord Feb 25
 Tiffen, William Losh, Carlisle, Boot Manufacturer. Carlisle. Pet Feb 12. Ord Feb 26

Vine, Sydney, Teddington, Grocer. Kingston, Surrey. Pet Feb 18. Ord Feb 26
 Ward, Alfred, Titsey, Surrey, Farmer. Croydon. Pet Feb 19. Ord Feb 23
 Wardman, John, Birkenhead, Butcher. Birkenhead. Pet Feb 9. Ord Feb 27
 Waters, George, East Grinstead, Sussex, Licensed Victualler. Brighton. Pet Jan 23. Ord Feb 25
 Waters, Herbert Forman, Ilkston, Derbyshire, Boot Dealer. Derby. Pet Jan 29. Ord Feb 26
 Whittaker, Edmund, Heywood, out of business. Bolton. Pet Feb 23. Ord Feb 26
 Wilkins, C. M., Strand, Doctor of Medicine. High Court. Pet Jan 11. Ord Feb 25
 Woodburn, Hugh, Newport, Mon, Draper. Newport, Mon. Pet Feb 9. Ord Feb 26

SALE OF ENSUING WEEK.

March 12.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, this week, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

OGLIVIE.—March 2, at Athol House, Kingston-on-Thames, the wife of G. Stuart Oglivie, barrister-at-law, of a daughter.
 WHITE.—March 2, at 20, St. Ann's-villas, Notting-hill, W., the wife of Louis S. White, barrister-at-law, of a daughter.

DEATH.

IZON.—Feb. 1, at Ratnagiri, Bombay, India, C. B. Izon, the judge and sessions judge of Ratnagiri, aged 48.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volume, bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

CONTENTS.

CURRENT TOPICS	297	Stanhope v. Stanhope and Adye	304
THE DOCTRINE OF ELECTION	298	Ex parte Tarrant	305
THE COUNCIL OF THE INCORPORATED LAW SOCIETY ON THE LAND LAWS	299	CASES AFFECTING SOLICITORS:—	
CORRESPONDENCE	300	Re Messrs. Cookson, Wainwright, & Pennington	305
THE REGISTRATION QUESTION	301	Parry v. Parry	305
CASES OF THE WEEK:—		ELECTION CASES:—	
COURT OF APPEAL:—		Electio	
De Caux v. Skipper	302	n for Hitchin Division of	
Re Rice	303	Hertfordshire	305
Re Lyndon's Trade-Mark	303	SOCIETIES	306
Re Busfield, Whealy v. Bushfield	303	LAW STUDENTS' JOURNAL	306
HIGH COURT OF JUSTICE:—		LEGAL APPOINTMENTS	306
Re Lane, deceased	304	LEGAL NEWS	307
Re Hopper's Trusts	304	COURT PAPERS	307
Farquhar v. Young	304	COMPANIES	308
Re Bell, Carter v. Stadden	304	CREDITORS' CLAIMS	308
		LONDON GAZETTES, &c., &c.	308

SCHWEITZER'S COCOATINA

Anti-Dyspeptic Cocoa or Chocolate Powder. Guaranteed Pure Soluble Cocoa of the Finest Quality with the excess of fat extracted.

The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children."

Highly recommended by the entire Medical Press.

Being without sugar, spice, or other admixture, it suits all palates keeps for years in all climates, and is four times the strength of cocoas THICKENER yet WEAKENED with starch, &c., and IN REALITY CHEAPER than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.

COCOATINA à LA VANILLE is the most delicate, digestible, cheapest Manilla Chocolate, and may be taken when richer chocolate is prohibited.

In tins at 1s. 6d., 3s., 6s. 6d., &c., by Chemists and Grocers.

Charities on Special Terms by the Sole Proprietor, H. SCHWEITZER & Co., 10, Adam-st., Strand, London, W.C.

HOME for the TREATMENT and CURE of INEBRIATES, High Shot House, Twickenham.—The sole establishment in Middlesex licensed under the Act. Charmingly secluded. Gentlemen only. Limited number taken. Billiard room, library, lawn tennis court, bowls, &c. The whole staff pledged abstainers. Terms—2s to 5 guineas weekly.—Particulars from the Medical Superintendent, H. BRANTHWAITE, F.R.C.S. Ed.; and reference is permitted to Messrs. MUNTON & MORRIS, Solicitors, 95a, Queen Victoria-street, London.

INTEMPERANCE.—Tower House Retreat, Westgate-on-Sea, Kent, licensed under the Habitual Drunkards' Act, 1879.—The only establishment in the United Kingdom specially erected for Reception and Treatment of Ladies and Gentlemen desirous of overcoming habits of Intemperance. The house stands in its own grounds of nearly three acres, and is replete with every convenience, containing a large billiard room, spacious drawing rooms, smoking rooms, bath rooms, &c. Patients can be received under the H. D. Act or privately. Terms: from Two to Five Guineas per week.—For prospects and further particulars address J. H. BROWN, Principal. Telegraphic address, Brown, Westgate-on-Sea. Visiting Physician, ALFRED S. STREET, M.A., M.D., B.S. Cantab.

EDE AND SON,

ROBE MAKERS,

BY SPECIAL APPOINTMENT,

To Her Majesty the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

CORPORATION ROBES, UNIVERSITY & CLERGY GOWNS

ESTABLISHED 1680.

P4. CHANCERY LANE, LONDON.

MESSRS. JOHNSON & DYMOND beg to announce that their Sales by Auction of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.

The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.

In consequence of the frequency of their sales Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

Sales of Furniture held at private houses.

Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1793), 38 and 39, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week Saturday excepted.

EUROPE, ASIA, FIRE LIFE & MARINE. AFRICA, AMERICA.

Commercial Union ASSURANCE COMPANY

Capital fully subscribed £2,500,000 Total Invested Funds, upwards of £3,000,000 Total net annual Income exceeds £1,200,000

CHIEF OFFICES: 19 AND 20, CORNHILL, LONDON, E.C.

UNTEARABLE LETTER COPYING BOOKS.

HOWARD'S PATENT.

Stronger and more durable than any other Letter Copying Books now made.

THE COPYING BOOK FOR THE PROFESSION.

PRICE LIST UPON APPLICATION.

WODDERSPOON & CO.,

7, SERLE STREET, AND 1, PORTUGAL STREET LINCOLN'S INN, W.C.

FURNISH your HOUSES or APARTMENTS THROUGHOUT on MOEDER'S HIRE SYSTEM.

The original, best, and most liberal.

Founded A.D. 1868.

Cash prices. No extra charge for time given. Particulars, estimates, Press opinions, testimonials, post-free.

F. MOEDER, 248, 249, and 250, Tottenham-court-road, and 19, 20, and 21, Morwell-street, W. Established 1868.

ALSO for HIRE ONLY.

LONDON.—SHIRLEY'S TEMPERANCE HOTEL, 37, Queen's-square, Bloomsbury, W.C.—Beds, 1s. ed. to 2s. 6d.; plain breakfast or tea, 1s. 3d. This old-established House is most centrally situated about midway between the City and West-end, near to the chief railway-stations and places of amusement, within five minutes' walk of great thoroughfares and lines of omnibuses, and, being in a square, is very quiet and open. The house is most home-like, and highly-satisfactory testimonials may be had on application.

UNIVERSITY OF LONDON.

NOTICE IS HEREBY GIVEN, That on WEDNESDAY, 28TH OF APRIL NEXT, the Senate will proceed to ELECT EXAMINERS in the following departments:—

Examinerships. ARTS AND SCIENCE.	Salaries. (Each.)	Present Examiners.	Examinerships. LAWS.	Salaries. (Each.)	Present Examiners.
Two in Latin	£180	Prof. A. S. Wilkins, Litt.D., LL.D., M.A. Vacant.	Two in Jurisprudence, Roman Law, Principles of Legislation, and International Law	£100	Prof. E. C. Clark, LL.D., M.A., J. B. Moyle, Esq., M.A., B.C.L.
Two in Greek	120	Vacant.	Two in Equity and Real Property Law	50	Percy W. Bunting, Esq., M.A., A. S. Eddis, Esq., M.A., Q.C.
Two in The English Language, Literature, and History	100	Henry Craik, Esq., Lt.D., M.A. Prof. J. W. Hales, M.A.	Two in Common Law and Law and Principles of Evidence	50	Lindsey M. Aspland, Esq., LL.D., M.A., F. A. Philbrick, Esq., B.A., Q.C.
Two in The French Language and Literature	100	Rev. P. H. E. Brette, B.D., B.A. Amédée Escalnon, Esq.	Two in Constitutional History of England	25	Oscar Browning, Esq., M.A., Vacant.
Two in The German Language and Literature	75	Prof. C. A. Buchheim, Ph.D. Rev. C. Schoell, Ph.D.	MEDICINE.		
Two in The Hebrew Text of the Old Testament, the Greek Text of the New Testament, the Evidences of the Christian Religion, and Scripture History	50	R. L. Benaly, Esq., M.A. Rev. Prof. Leathes, D.D., M.A.	Two in Medicine	150	W. H. Broadbent, Esq., M.D., Vacant.
Two in Mental and Moral Science	120	Prof. G. Croom Robertson, M.A. Vacant.	Two in Surgery	150	W. Morrant Baker, Esq., Vacant.
Two in Political Economy	30	J. N. Keynes, Esq., M.A., B.Sc. Prof. Bonamy Price, Lt.D., M.A.	Two in Anatomy	100	Prof. D. J. Cunningham, M.D., C.M., Vacant.
Two in Mathematics and Natural Philosophy	200	Prof. A. G. Greenhill, M.A. Prof. M. J. M. Hill, M.A.	Two in Physiology	100	Prof. Gerald F. Yeo, M.D., Vacant.
Two in Experimental Philosophy	120	Prof. A. W. Reinold, M.A., F.R.S. Vacant.	Two in Obstetric Medicine	75	F. H. Champneys, M.A., M.B., John Williams, Esq., M.D.
Two in Chemistry	200	Prof. J. Emerson Reynolds, M.D., F.R.S.	Two in Materia Medica and Pharmaceutical Chemistry	75	J. Mitchell Bruce, Esq., M.D., M.A., T. Lauder Brunton, Esq., M.D., F.R.S.
Two in Botany and Vegetable Physiology	100	Prof. T. B. Thorne, Ph.D., F.R.S. Prof. Bayle-Balfour, M.D., D.Sc., F.R.S.	Two in Forensic Medicine	50	A. J. Pepper, Esq., M.S., M.B., Vacant.
Two in Comparative Anatomy and Zoology	100	Prof. E. Ray Lankester, Lt.D., F.R.S. Prof. A. Macalister, M.D., M.A., F.R.S.	MUSIC.		
Two in Geology and Palaeontology	75	Rev. Prof. G. Bonney, D.Sc., F.R.S. Prof. W. Boyd Dawkins, M.A., F.R.S.	Two in Music	50	Vacant. Vacant.

The Examiners above named are re-eligible, and intend to offer themselves for re-election. Candidates must send in their names to the Registrar, with any attestation of their qualifications they may think desirable, on or before TUESDAY, MARCH 30TH. It is particularly desired by the Senate that no personal application of any kind be made to its individual Members.

University of London, Burlington Gardens, W.,
March 2nd, 1886.

By order of the Senate,
ARTHUR MILMAN, M.A.,
Registrar.

LEGAL and GENERAL LIFE ASSURANCE SOCIETY, No. 10, Fleet-street, London, E.C., 2nd March, 1886.—Notice is hereby given, that the ANNUAL GENERAL MEETING of the Society will be held at this office on Friday, the 19th day of March instant, at 1 o'clock precisely.

At such meeting five vacancies in the Direction then to be created by the retirement in rotation of the Rt. Hon. Sir Richard Baggallay, Frederick John Drake, Esq., Joseph Henry Dart, Esq., Charles Reynolds Williams, Esq., and William Williams, Esq., will be filled up.

Also at such meeting William Brooks, Esq., a Director elected since the last Annual General Meeting, will retire from office, but is eligible for re-election.

Two vacancies in the office of Auditor, caused by the retirement in rotation of William Hill Dawson, Esq., and Kenyon C. S. Parker, Esq., will also be filled up at such meeting.

Written notice of the intention of any person to become, or to propose, a candidate for the office of Director or Auditor must be left at the office of the Society at least ten days before the holding of the meeting.

The Directors and Auditors retiring in rotation are eligible for immediate re-election.

By order of the Board,
E. A. NEWTON, Actuary and Manager.

LAW UNION FIRE and LIFE INSURANCE COMPANY.

ESTABLISHED IN THE YEAR 1854.

The only Law Insurance Office in the United Kingdom which transacts both Fire and Life Insurance Business

Chief Office—
126, CHANCERY LANE, LONDON, W.C.
The Funds in hand and Capital Subscribed amount to upwards of £1,500,000 sterling.

Chairman—JAMES CUDDON, Esq., of the Middle Temple, Barrister-at-Law.

Deputy-Chairman—CHARLES PEMBERTON, Esq. (Lee & Pemberton's), Solicitor, 44, Lincoln's-inn-fields.

The Directors invite attention to the New Form of Life Policy, which is free from all conditions.

Policies of Insurance granted against the contingency of Issue at moderate rates of Premium.

The Company ADVANCES Money on Mortgage of Life Interests and Reversions, whether absolute or contingent.

The Company also purchases Reversions.

Prospectuses, copies of the Directors' Report and Annual Balance Sheet, and every information, sent post-free on application to

FRANK McGEDY, Actuary and Secretary.

LONDON ASSURANCE CORPORATION.

Established by Royal Charter, A.D. 1730.

No. 7, ROYAL EXCHANGE, E.C., and

49a, PALE MALL, S.W.

Marine, Fire, and Life Assurances have been granted by the Corporation for more than a century and a half.

Funds in hand exceed £3,000,000.

PROVIDENT LIFE OFFICE.

50, REGENT STREET, W., and 14, CORNHILL, E.C., LONDON.

Existing Assurances exceed	27,000,000
Invested Funds	£2,455,791
Annual Income	£323,780
Claims and Surrenders Paid exceed	£8,800,000
Bonuses Declared	£2,629,514

EXTRACTS from the Report of the Directors, 15th January, 1886.

The Directors are glad to be able to report that the business of the Office continues to progress.

Proposals were received for New Assurances amounting to £620,375; and 1,085 Policies were granted for £520,851. The New Premiums, after deduction for re-assurance, amount to £20,146 as against £18,080 for the previous year.

The Claims were £208,750.

The Annual Income is now £323,750. The total funds of the Office on the 31st of December were £2,455,791, having increased during the year by the sum of £26,935.

The average interest realized was £4 4s. 6d. per cent, as against £4 4s. 2d. for the previous year.

The Directors are satisfied with the efforts of the Branch Managers and Agents of the Office, and confidently believe that, notwithstanding growing competition and commercial depression, the advantages offered by this Office will maintain for it the high position it has always held in the public favour.

Prospectuses, and further Information to be obtained at the Head Office, or of any of the Agents.

CHARLES STEVENS,
Actuary and Secretary.

THE NEW ZEALAND LAND MORTGAGE COMPANY, Limited.

Capital £2,000,000, fully subscribed by more than 800 shareholders.

£200,000 paid up. Reserve Fund, £5,000.

The Company's loans are limited to first-class freehold mortgages. The Debenture issue is limited to the uncalled capital.

HOME DIRECTORS.

H. J. BRISTOW, Esq.	Sir WILLIAM T. POWER, K.C.B.
W. K. GRAHAM, Esq.	THOS. RUSSELL, Esq., C.M.G.
FALCONER LARKWORTHY, Esq.	Sir EDWARD W. STAFFORD, K.C.M.G.
ARTHUR M. MITCHISON, Esq.	

Chairman of Colonial Board—
The Hon. Sir FREDK. WHITAKER, K.C.M.G., M.L.C.
late Premier of New Zealand.

The Directors are issuing Terminable Debentures bearing interest at 5 per cent. for seven or ten years, 4½ per cent. for five, and 4 per cent. for three years. Interest half-yearly by Coupons.

A. M. MITCHISON, Managing Director.
Leadenhall-buildings, Leadenhall-st., London, E.C.

NEW ORIENTAL BANK CORPORATION (LIMITED).

Capital—Authorised, £2,000,000; Paid-up, £500,000.

London : 40, Threadneedle-street.

BRANCHES and AGENCIES—Edinburgh, Bombay, Calcutta, Madras, Ceylon, Mauritius, Singapore, Hong Kong, Shanghai, Yokohama, Kobe, Nagasaki, Melbourne, and Sydney.

The Bank buys and sells Bills of Exchange, makes telegraphic transfers, issues letters of credit and circular notes, forwards bills for collection, and transacts banking and agency business generally.

The Directors are receiving applications for 4 per cent. Debentures in sums of £10 and upwards, secured upon the Freehold bank premises in the City of London and elsewhere.

Creditors of the old Bank can obtain 3 per cent debentures for the balance of their claims.

The Attention of Members of the Legal Profession is drawn to the New Prospectus of the

ACCIDENT INSURANCE COMPANY (LIMITED), 10, St. Swithin's-lane, London, E.C.

General Accidents. Personal Injuries. Railway Accidents. Death by Accident.

Forms of Proposal and every information forwarded post-free.

NORTHERN ASSURANCE COMPANY

Established 1836.

LONDON: 1, Moorgate-street, E.C. ABERDEEN: 1, Union-terrace.

INCOME & FUNDS (1884):—

Fire Premiums	£673,066
Life Premiums	184,000
Interest	122,000
Accumulated Funds	£3,993,000

ACCIDENTS OF DAILY LIFE

INSURED AGAINST BY

THE RAILWAY PASSENGERS' ASSURANCE COMPANY

(ESTABLISHED 1849),

64, CORNHILL, LONDON.

Capital ... £1,000,000.

Income ... £246,000.

COMPENSATION PAID FOR 112,000 ACCIDENTS, £2,215,000.

CHAIRMAN—HARVIE M. FARQUHAR, Esq. Apply to the Clerks at the Railway Stations, the Local Agents, or West-end Office:—8, GRAND HOTEL BUILDINGS, W.C.

Or at the Head Office:—64, CORNHILL, LONDON, E.C. WILLIAM J. VIAN, Secretary.